



City of Stockton

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

Meeting Agenda - Final

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

Kevin J. Lincoln II, Mayor/Chair (At Large)
Kimberly Warmesley, Vice Mayor (District 6)
Michele Padilla (District 1)
Daniel R. Wright (District 2)
Michael Blower (District 3)
Susan Lenz (District 4)
Brando Villapudua (District 5)

Tuesday, July 9, 2024

4:00 PM

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

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

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

2. **ADDITIONS TO CLOSED SESSION AGENDA**

3. **ANNOUNCEMENT OF CLOSED SESSION**

3.1 [24-0653](#) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Manager

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

Department: City Attorney

3.2 [24-0654](#) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Attorney

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

Department: City Attorney

3.3 [24-0655](#) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: Interim City Clerk

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

Department: City Attorney

3.4 [24-0665](#) CONFERENCE WITH LABOR NEGOTIATOR

Recommended Action: Agency Designated Representative: City Manager Harry Black

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

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

Department: City Attorney

4. CLOSED SESSION PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA***

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 [24-0572](#) PROCLAMATION - PARK AND RECREATION MONTH - JULY

Department: Office of the Mayor

**10.2 [24-0711](#) CERTIFICATE OF RECOGNITION - SAINT MARY'S HIGH SCHOOL
BASEBALL TEAM**

Department: Office of the Mayor

10.3 [24-0712](#) PROCLAMATION - BALLOONS OVER BULLETS

Department: Office of the Mayor

11. PUBLIC COMMENTS* – MATTERS NOT ON THE AGENDA

12. CONSENT AGENDA

12.1 [24-0666](#) **APPOINTMENT TO COMMUNITY DEVELOPMENT COMMITTEE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the appointment of Fernando Duarte to the Community Development Committee for a term commencing immediately and expiring June 30, 2027.

Department: City Clerk

Attachments: [Attachment A - CDC Application](#)
 [Proposed Resolution - Appointment CDC](#)

12.2 [24-0682](#) **APPROVAL OF CITY COUNCIL MINUTES**

Recommended Action: RECOMMENDATION

Approve the minutes from the City Council meetings of June 4, 2024 and June 5, 2024

Department: City Clerk

Attachments: [Attachment A – 2024-06-04 Minutes.pdf](#)
 [Attachment B – 2024-06-05 Minutes.pdf](#)

12.3 [24-0641](#) **ADOPT A RESOLUTION TO AWARD A CONTRACT FOR
CONSULTANT SERVICES FOR DEVELOPMENT OF THE NEW
COMPREHENSIVE CLIMATE ACTION & ADAPTATION PLAN IN THE
AMOUNT OF \$1,000,000**

Recommended Action: RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process;
2. Authorize the City Manager to execute a contract for specialized services from AECOM in the amount of \$1,000,000;

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

Department: City Manager

Attachments: [Proposed Resolution](#)
 [Exhibit 1 - AECOM Agreement](#)

12.4 [24-0693](#) **ADOPT A RESOLUTION AUTHORIZING A REIMBURSEMENT
AGREEMENT WITH H. D. ARNAIZ CORPORATION FOR DESIGN,
CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND PROJECT**

**MANAGEMENT SERVICES FOR THE NORTHEAST STOCKTON
WATER TRANSMISSION MAIN**

Recommended Action: RECOMMENDATION

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

1. Authorize a reimbursement agreement with H. D. Arnaiz Corporation, Inc. in the estimated amount of \$15,817,379.38 for design, construction, construction management, and project management services for the Northeast Stockton Water Transmission Main (Exhibit 1 to the Resolution).
2. Authorize the reappropriation of \$7,299,000 from the capital project West, East and South Bear Creek Oversizing Reimbursements (UH21001) to the Cannery Park Water Transmission Reimbursement Project (UH24003).

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

Department: Municipal Utilities

Attachments: [Attachment A - Project Map](#)

[Proposed Resolution](#)

[Exhibit 1 - Reimbursement Agreement](#)

**12.5 [24-0689](#) ADOPT A RESOLUTION APPOINTING MEMBERS OF THE STRONG
COMMUNITIES ADVISORY COMMITTEE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution appointing Erin Martin and Julie Dunning to the Strong Communities Advisory Committee to fill a partial term commencing immediately appointment and ending January 31, 2025

Department: City Clerk

Attachments: [Attachment A - Redacted Applications](#)

[Proposed Resolution](#)

**12.6 [24-0659](#) ADOPT A RESOLUTION TO ACCEPT \$1.7M
CALIFORNIANSFORALL YOUTH JOBS CORPS ROUND 2 GRANT**

Recommended Action:

RECOMMENDATION

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

1. Ratify a grant agreement with California Volunteers in the amount of \$1,773,664.00; and
2. Authorize the City Manager to appropriate grant funds for the CaliforniansForAll Youth Jobs Corps in the amount of \$1,773,664.00.

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

Department: City Manager

Attachments: [Proposed Resolution - CFA Youth Jobs Corps Round 2](#)
[Exhibit 1 - Completed Agreement CA4All](#)

12.7 [24-0453](#)

**APPROVE CONTRACT WITH GROW AMERICA TO PREPARE THE
CITY'S 2025-2029 CONSOLIDATED PLAN AND ASSOCIATED
ACTIVITIES AS A STANDARD REQUIREMENT FOR RECEIVING
FEDERAL FUNDING**

Recommended Action:

RECOMMENDATION

It is recommended that the City Council authorize by motion:

1. A contract in the amount of \$140,000 from a combination of Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Low- and Moderate-Income Housing Asset Fund (LMIHF) funds to Grow America for consulting services to prepare the City's 2025-2029 Consolidated Plan and associated activities as a standard requirement from the Department of Housing and Urban Development to receive Federal funding; and
2. The execution of the Standard Agreement substantially similar in form to Attachment A.

It is also recommended that the City Council authorize the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Department: Economic Development

Attachments: [Attachment A - Grow America - Standard Agreement](#)

12.8 [24-0650](#)

**APPROVE A RESOLUTION SUPPORTING THE SAN JOAQUIN
COUNCIL OF GOVERNMENTS' (SJCOG) PURSUIT OF THE SAN
JOAQUIN REGIONAL HOUSING FUND AND CITY OF STOCKTON
PARTICIPATION IN PLANNING AND IMPLEMENTATION ACTIVITIES**

Recommended Action:

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Supporting the San Joaquin Council of Governments' (SJCOG) pursuit of the Housing Trust Fund ("San Joaquin Regional Housing Fund Inc.).
2. Approving the City of Stockton's participation in planning and implementation activities of the San Joaquin Regional Housing Fund Inc. to accelerate housing production and housing-related initiatives.

Department:

Economic Development

Attachments:

[Proposed Resolution - San Joaquin Regional Housing Fund](#)

12.9 [24-0637](#)

**AUTHORIZE THE CITY MANAGER TO APPROVE A THREE-YEAR
AGREEMENT WITH CSG CONSULTANTS, INC. FOR FIRE PLAN
REVIEW SERVICES**

Recommended Action:

RECOMMENDATION

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

1. Authorize the City Manager to execute a three-year agreement with CSG Consultants, Inc. to provide fire plan review services for an amount not to exceed \$210,000;
2. Approve findings that support an exception to the competitive bidding process; and
3. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department:

Fire

Attachments:

[Attachment A - Fire Plan Review Services Agreement](#)

12.10 [24-0640](#)

**APPROVE RESOLUTION TO APPROVE THE ADOPTION OF THE
PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE
AS REQUIRED BY CALPERS FOR FISCAL YEAR 2024-2025**

Recommended Action:

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a publicly available pay schedule effective July 1, 2024, to provide comprehensive information on salary compensation used to determine pension amounts in retirement for all City of Stockton job classifications and make the document available on the City's website.

Department:

Human Resources

Attachments:

[Proposed Resolution](#)

[Exhibit 1 - Salary Schedule](#)

12.11 [24-0643](#)

APPROVE MOTION TO EXECUTE A ONE-YEAR

**COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT, WITH TWO
(2) ADDITIONAL ONE (1) YEAR OPTIONS TO EXTEND WITH CITY OF
FREMONT FOR PEREGRINE IN AN AMOUNT NOT TO EXCEED
\$233,500**

Recommended Action:

RECOMMENDATION

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

1. Authorize the City Manager to execute a one-year Cooperative/Piggyback Purchase Agreement with two (2) one (1) year options to extend between the City of Stockton and Peregrine for real time data visualization platform to integrate a broad range of current and evolving technologies not to exceed \$233,500;
2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and
3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: [Attachment A – Peregrine Cooperative Agreement](#)

12.12 [24-0561](#)

**APPROVE MOTION TO ADOPT STANDARD AGREEMENT
AMENDMENT NO. 1 BETWEEN FLOCK GROUP INC. AND THE CITY
OF STOCKTON IN AN AMOUNT OF \$877,600 FOR THE
INTEGRATION OF PREPARED 911 SOFTWARE**

Recommended Action:

RECOMMENDATION

It is recommended that City Council approve a motion to:

1. Authorize the City Manager to approve Standard Agreement Amendment No. 1 between Flock Group Inc. and the City of Stockton (City), increasing the Compensation subsection by a maximum not to exceed amount of \$877,600 for the integration of Prepared 911 software; and
2. It is further recommended that the City Manager be authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: [Attachment A – Amendment 1 - Flock Group Inc.](#)

12.13 [24-0576](#)

**APPROVE RESOLUTION OVERRULING PROTESTS, CONFIRMING
ASSESSMENT OF DELINQUENT CODE ENFORCEMENT**

**CHARGES, AND DIRECTING THE ASSESSMENTS BE PLACED ON
THE SAN JOAQUIN COUNTY TAX ASSESSOR'S ROLL**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a Resolution overruling protests and confirming the assessment of the delinquent charges listed in the "2024 NSS Assessment List - Delinquent Accounts" stemming from code enforcement actions against the affected properties, and directing the assessments be placed on the San Joaquin County Tax Assessor's Roll.

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

Department: Police

Attachments: [Attachment A - Administrative Order for 2024 Assessments](#)

[Proposed Resolution - 2024 Assessment of Delinquent Balances](#)

[Exhibit 1 - 2024 NSS Assessment List - Delinquent Accounts](#)

12.14 [24-0662](#)

**ADOPT RESOLUTION TO AUTHORIZE THE SAFE ROUTES TO
SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS PROJECT**

Recommended Action:

RECOMMENDATION

It is recommended that the City Council ☐ approve a resolution to:

1. Appropriate \$210,000 from the Traffic Signal Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

2. Appropriate \$340,000 from the Street Improvements Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

3. Appropriate \$1,040,353 from the Air Quality Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

4. Transfer \$373,393 of Measure K funds from the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005, to the Measure K Fund Balance.

5. Approve the Notice of Exemption No. NOE78-21 under the California Environmental Quality Act for Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

6. Approve the plans and specifications for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

7. Award a Construction Contract in the amount of \$5,521,230 to Dirt Dynasty, Inc. of Farmington, CA, for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

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

Department: Public Works

Attachments: [Attachment A - Vicinity Map](#)

[Proposed Resolution](#)

[Exhibit 1 - NOE78-21](#)

[Exhibit 2 - Construction Contract](#)

12.15 [24-0663](#)

**RESOLUTION SETTING A PUBLIC HEARING TO ESTABLISH AN
UNDERGROUND UTILITY DISTRICT ALONG LOWER
SACRAMENTO ROAD**

Recommended Action:

RECOMMENDATION

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

1. Set a public hearing for August 20, 2024, to determine whether public necessity, health, safety, or welfare requires the formation of an underground utility district along Lower Sacramento Road pursuant to Stockton Municipal Code section 13.36.020.
2. Authorize the City Clerk to notify all affected property owners by mail of the public hearing pursuant to Stockton Municipal Code section 13.36.020.
3. Authorize the City Clerk to publish notice of this public hearing in a newspaper of local circulation, at least ten (10) days prior to said hearing.
4. Approve the proposed area to be included in the Lower Sacramento Road Underground Utility District.

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

Department: Public Works

Attachments: [Attachment A - Chapter 13.36 Regulations](#)
[Proposed Resolution](#)
[Exhibit 1 - District Utility Map](#)

12.16 [24-0681](#)

**APPROVE MOTION TO RATIFY EXECUTION OF A FUNDS
TRANSFER AGREEMENT FOR THE REDEVELOPMENT ON THE
MIRACLE MILE: PUBLIC SAFETY/MAINTENANCE
SUBSTATION/PARKING**

Recommended Action:

RECOMMENDATION

It is recommended that the City Council approve a motion to ratify the City Manager executing a Funds Transfer Agreement between the City of Stockton and the California Department of Transportation for a total of \$3,100,000 for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking.

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

Department: Public Works

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B - Funds Transfer Agreement](#)

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

**15.1 [24-0642](#) COMMUNITY SUPPORT GRANT PROGRAM FUNDED THROUGH
THE AMERICAN RESCUE PLAN ACT (ARPA) UPDATE**

Recommended Action: RECOMMENDATION

Informational only; no action to be taken.

Department: Economic Development

Attachments: [PPT - 15.1 - Community Support Grant Program Update](#)

**15.2 [24-0560](#) COMMUNITY MEDICAL CENTERS PROJECT UPDATES:
COMMUNITY WELL-BEING CRISIS INTERVENTION PROJECT AND
OPIOID SETTLEMENT AGREEMENTS**

Recommended Action: RECOMMENDATION

Informational only; no action to be taken.

Department: City Manager

Attachments: [PPT - 15.2 - CMC Project Updates](#)

**15.3 [24-0624](#) ADOPTION OF PROPOSED REDLINE CHANGES TO CHAPTERS
3.02 AND 3.03 OF THE COUNCIL POLICY MANUAL**

Recommended Action: RECOMMENDATION

Staff recommends that the City Council adopt by resolution the proposed redline changes to Chapters 3.02 and 3.03 of the Council Policy Manual.

Department: City Clerk

Attachments: [Attachment A - CPM Chapter 3.02 - Redline](#)

[Attachment B - CPM Chapter 3.03 - Redline](#)

[Proposed Resolution](#)

[Exhibit 1 - CPM Chapter 3.02](#)

[Exhibit 2 - CPM Chapter 3.03](#)

[PPT - 15.3 - CPM Chapters 3.2 and 3.03](#)

**15.4 [24-0696](#) DISCUSSION REGARDING CAMPING ON CITY PROPERTY
(GRANTS PASS DECISION)**

Recommended Action: RECOMMENDATION

Informational only; no action to be taken.

Department: City Attorney

15.5 [24-0564](#) **AUTHORIZE THE ISSUANCE AND SALE OF STOCKTON PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS (WASTEWATER REFUNDING PROJECT), SERIES 2024 (THE "2024 BONDS") TO ACHIEVE SAVINGS BY REFUNDING THE OUTSTANDING WASTEWATER REVENUE REFUNDING BONDS, SERIES 2014**

Recommended Action: RECOMMENDATION

Staff recommends the City of Stockton and the Stockton Public Financing Authority authorize the issuance and sale of the 2024 Bonds, in a principal amount not-to-exceed \$32,000,000, to refund the remaining Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds"), of which \$34,710,000 is currently outstanding and \$29,620,000 will be outstanding after September 1, 2024.

Resolution of the City of Stockton: This Resolution authorizes the form of and the execution and delivery of an Installment Purchase Contract, Bond Purchase Contract, Continuing Disclosure Certificate and Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.

Resolution of the Stockton Public Financing Authority: This Resolution authorizes the issuance and sale of the 2024 Bonds in an aggregate principal amount not to exceed \$32,000,000; approves the form of and authorizes the execution and delivery of an Indenture, an Installment Purchase Contract, a Bond Purchase Contract, and an Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.

The Resolutions also approve the execution of all documents and other actions related to the issuance of the 2024 bonds and that the Chair of the Authority (Mayor), Executive Director of the Authority (City Manager), Treasurer of the Authority (Chief Financial Officer) or their designee be authorized to take appropriate and necessary actions to carry out the purpose and intent of the Resolutions (Exhibits 1-5 to both resolutions).

Department: Administrative Services

Attachments: [SPFA Proposed Resolution](#)

[City Proposed Resolution](#)

[Exhibit 1 - Good Faith Estimate](#)

[Exhibit 2 - Form of the Indenture](#)

[Exhibit 3 - Form of the Installment Sale Agreement](#)

[Exhibit 4 - Form of the Bond Purchase Agreement](#)

[Exhibit 5 - Form of the Preliminary Official Statement](#)

[PPT - 15.5 - 2024 Bonds](#)

15.6 [24-0664](#) **ADOPT A RESOLUTION APPROVING MEASURE A EXPENDITURE**

GUIDELINES

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a Resolution to:

1. Approve the Measure A Expenditure Guidelines (Exhibit 1 to the proposed Resolution); and
2. Authorize the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the Resolution.

Department: Administrative Services

Attachments: [Attachment A - FY 2024-25 Measure A Expenditure Plan](#)

[Proposed Resolution](#)

[Exhibit 1 - Measure A Guidelines](#)

[PPT - 15.6 - Measure A Expenditure Guidelines](#)

**15.7 [24-0694](#) ACCEPT THE FISCAL YEAR 2023-24 FIRST AND SECOND
QUARTER BUDGET STATUS UPDATE AND AUTHORIZE BUDGET
AMENDMENTS**

Recommended Action: RECOMMENDATION

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

1. Accept this budget status report on the unaudited results through the second quarter of Fiscal Year (FY) 2023-24.
2. Authorize a budget amendment to increase expenditure appropriation by \$363,979 from the Development Services Fund (220) balance to cover the Information Technology Internal Services Fund expense.
3. Authorize a budget amendment to increase expenditure appropriation by \$110,508 from the Development Services Fund (220) balance and \$208,727 from the Measure K Fund (250) balance to cover Indirect Costs.
4. Authorize a budget amendment of \$145,000 in the Public Works Department to reflect a transfer of Measure K funds between two capital projects.

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

Department: Administrative Services

Attachments: [Attachment A - FY 2023-24 GF 1st and 2nd Quarter Budget Update](#)
[Attachment B - FY 2023-24 1st and 2nd Quarter Revenue Summary](#)
[Attachment C - FY 2023-24 1st and 2nd Quarter for Other Major Funds](#)
[Proposed Resolution - FY 2023-24 1st and 2nd Quarter](#)
[PPT - 15.7 - FY 2023-24 1st and 2nd Quarters Budget Report](#)

**15.8 [24-0648](#) DISCUSS AND CONSIDER A RESOLUTION TO AUTHORIZE
APPROPRIATION OF \$3,000,000 FROM THE GENERAL FUND TO
CITY COUNCIL PRIORITY PROJECTS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council discuss and consider a resolution recommended by the Council Budget/Finance/Economic Development Committee authorizing a FY 2024-25 General Fund appropriation and any necessary transfers of \$3,000,000 to eleven City Council priority projects.

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

Department: Administrative Services

Attachments: [Proposed Resolution](#)
[Exhibit 1 - FY 2024-25 Recommended Projects](#)
[PPT - 15.8 - Appropriation for Council Priority Projects](#)

16. HEARINGS**

**16.1 [24-0357](#) ADOPTION OF A RESOLUTION APPROVING AMENDMENTS TO
THE CITY'S GENERAL PLAN TO ADOPT THE 2023-2031 HOUSING
ELEMENT AND REVISE THE SAFETY ELEMENT TO COMPLY WITH
STATE LAW**

Recommended Action: RECOMMENDATION

It is recommended that City Council:

1. Find no further environmental review is required per California Environmental Quality Act (CEQA) Guidelines Section 15183 (Consistency with a Community Plan or General Plan); and
2. Adopt a Resolution amending the Stockton General Plan to approve the 2023-2031 Housing Element and update the Safety Element for consistency with State Law.

It is also recommended that the City Manager be authorized to submit the 2023-2031 Housing Element for state certification and take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Department: Community Development
Attachments: [Attachment A - Draft 2023-2031 Housing Element \(Redline\)](#)
[Attachment B - Draft Safety Element Background Report](#)
[Attachment C - Draft Amended Safety Element \(Redline\)](#)
[Attachment D - HCD Compliance Letter](#)
[Attachment E - Approved Resolution 2024-06-13-0501](#)
[Proposed Resolution](#)
[Exhibit 1 - Draft 2023-2031 Housing Element](#)
[Exhibit 2 - Draft Safety Element December 2023](#)
[PPT - 16.1 - General Plan Amendment](#)

**16.2 [24-0486](#) ADOPTION OF AN ORDINANCE AMENDING TITLE 16 OF THE
STOCKTON MUNICIPAL CODE, SECTION 16.80.390 RELATED TO
INDUSTRIAL WAREHOUSE STANDARDS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council:

1. Find the proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan); and
2. Adopt an Ordinance Amending Title 16 (Development Code) of the Stockton Municipal Code (SMC), Chapter 16.80 Standards for Specific Land Uses, Section 16.80.390 Industrial Warehouse Standards, to include certain modifications.

Department: Community Development
Attachments: [Attachment A - Approved Warehouse Ordinance](#)
[Attachment B - Public Comments](#)
[Attachment C - Public Workshop Materials](#)
[Attachment D - Proposed Ordinance Redline Strikeout](#)
[Attachment E - Feasibility Study](#)
[Attachment F - Approved Resolution 2024-05-09-0501](#)
[Proposed Ordinance](#)
[PPT - 16.2 - Modifications to Industrial Warehouse Standards](#)

**16.3 [24-0667](#) PUBLIC HEARING TO APPROVE A RESOLUTION OVERRULING
PROTESTS, ADOPTING THE DELINQUENT UTILITY SERVICE
ASSESSMENT REPORT, AND DIRECTING THE ASSESSMENTS BE
PLACED ON THE SAN JOAQUIN COUNTY TREASURER-TAX**

COLLECTOR'S TAX ROLL

Recommended Action:

RECOMMENDATION

Conduct a public hearing to consider all objections or protests to the proposed Delinquent Utility Service Charges, 2024 Assessment Report ("2024 Assessment Report") for delinquent water, wastewater, stormwater, and solid waste collection service charges ("utility service charges") incurred by property owners.

After the public hearing, if a majority protest does not exist, it is recommended that the City Council approve a resolution to:

1. Overrule all public protests;
2. Confirm the unpaid utility service charges set forth in the 2024 Assessment Report;
3. Adopt the 2024 Assessment Report;
4. Direct the assessments to be placed on the San Joaquin County Treasurer-Tax Collector's Tax Roll; and
5. Authorize the City Manager to take any necessary and appropriate actions to carry out the purpose and intent of the resolution.

Department:

Administrative Services

Attachments:

[Attachment A - Administrative Orders](#)

[Proposed Resolution](#)

[Exhibit 1 - 2024 Assessments](#)

[PPT - 16.3 - PH Delinquent Utility Service](#)

17. CITY MANAGER'S UPDATE

18. COUNCIL COMMENTS

19. ADJOURNMENT

INFORMATIONAL ITEMS

1 [24-0680](#) COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Recommended Action:

RECOMMENDATION

Information item only. No action required.

Department:

City Clerk

Attachments: [Council Budget 2024-05-01](#)
 [Measure A 2022-10-03](#)
 [Measure A 2023-11-20](#)
 [PC 2023-11-09](#)
 [PC 2024-03-28](#)
 [PC 2024-04-11](#)

CERTIFICATE OF POSTING

I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on July 5, 2024 in compliance with the Brown Act.

**Katherine Roland, CMC, CPMC
Interim City Clerk**

By: _____

Deputy

PUBLIC COMMENTS

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

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened.*

The City of Stockton invites public comments in multiple forms. You provide your comments by using one of these methods:

- 1. Email - you may email your comments to city.clerk@stocktonca.gov*
- 2. Voicemail - you can leave a voice message by dialing (209) 937-8459.*
- 3. In-Person Comments - a) Speakers must submit "request to speak cards" to the Clerk prior to the Public Comment portion of the agenda. No speaker cards will be accepted after the close of Public Comment. Please redirect any inquiries to City.Clerk@stocktonca.gov. b) Address only issues over which the meeting body has jurisdiction. c) Each speaker will be limited to one 2-minute comment opportunity. Donating time is not authorized. d) Your time will be displayed on the speaker podium for convenience.*

**All written and voicemail public comments received by the Clerk's Office 90 minutes prior to the meeting start time will be forwarded to the meeting body members as correspondence and attached the minutes. All comments received after that time will be forwarded as correspondence the following business day.*

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

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

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are a person with a disability and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8458, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

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

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-judicative 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-judicative 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.



City of Stockton

Legislation Text

File #: 24-0666, **Version:** 1

APPOINTMENT TO COMMUNITY DEVELOPMENT COMMITTEE RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the appointment of Fernando Duarte to the Community Development Committee for a term commencing immediately and expiring June 30, 2027.

Summary

Due to the resignation of Rajan Nathaniel, there is currently a vacancy for the District 1 appointment on the Community Development Committee. Councilmember Padilla was provided with applications for her review and is nominating Fernando Duarte to complete the remaining term as the District 1 appointment.

DISCUSSION

Background

The Community Development Committee is a committee that provides the Council with recommendations on the planning and use of funds that the City receives from the U.S. Department of Housing and Urban Development, including Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant funds. As provided for in the Council-adopted Citizen's Participation Plan, appointments to the Community Development Committee are made by each of the six Councilmembers and the Mayor. Appointments are for four years, except when an appointee is filling the remaining term of a vacated position. The only requirement to serve on the Committee is that the applicant must be a resident of the City of Stockton.

Present Situation

Councilmember Padilla reviewed applications and made the following nomination for appointment:

Fernando Duarte

FINANCIAL SUMMARY

Members of the CDC do not receive remuneration.

Attachments

Attachment A - Redacted Application

Application for appointment and background information for City of Stockton Boards, Submit Date: Mar 27, 2024
Commissions, and Committees

Profile

Email Address

Fernando

First Name

Duarte

Last Name

Street Address

STOCKTON

City

CA

State

Postal Code

Ethnicity

Gender

What district do you live in? *☒ District 1

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

14 months

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?☒ Yes ☐ No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

☒ Yes ☐ No

If yes, please list

Salary setting Committee.

Which Boards would you like to apply for?

Community Development Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☒ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

I have been a resident of Stockton for at least 3 years.

☒ Yes ☐ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am passionate about improving the quality of life for everyone. I am also an active member of our community that wants to see Stockton thrive. I am a father, husband, business owner and hold a degree from CSU Stanislaus.

Please state the reason you would like to be a member of this board/commission.

I bring my experience, education and integrity to the board to be able to make an impact.

Have you served on an advisory group before?

☒ Yes ☐ No

If yes, please explain.

Salary Setting Committee

How did you hear about the position?

Former council member

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

☒ Yes ☐ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

☐ Yes ☒ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

☐ Yes ☒ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

Fd

Date Signed

3.27.24

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN APPOINTMENT TO THE COMMUNITY DEVELOPMENT COMMITTEE

Appointments to the Community Development Committee are made by each of the six Councilmembers and the Mayor; and

Due to the resignation of the District 1 appointee, Rajan Nathanael, there is currently a vacancy on the Community Development Committee; and

Councilmember Padilla has reviewed applications and is recommending the appointment of Fernando Duarte to the Community Development Committee to complete the remaining term; now, therefore,

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

1. The following applicant is found to meet the criteria for appointment and is authorized to serve as a member of the Community Development Committee Group for a term to commence on appointment and ending June 30, 2027:

Fernando Duarte - Appointment by Councilmember Padilla

2. 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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 24-0682, **Version:** 1

APPROVAL OF CITY COUNCIL MINUTES

RECOMMENDATION

Approve the minutes from the City Council meetings of June 4, 2024 and June 5, 2024

Attachment A - 2024-06-04 Minutes

Attachment B - 2024-06-05 Minutes

**MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC
FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT
MEETING OF JUNE 4, 2024**

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

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 3:00 PM

Roll Call

Present:

Michael Blower
Brando Villapudua
Susan Lenz
Kevin J Lincoln II
Kimberly Warmsley

Absent:

Michele Padilla, and Daniel Wright.

Note: Councilmember Padilla arrived at 3:03 PM

2. ADDITIONS TO CLOSED SESSION AGENDA

None

3. ANNOUNCEMENT OF CLOSED SESSION

- 3.1 24-0578 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Number of Cases: One Name of Case: Traffic Signal Technician Francis Koenig, (Workers' Compensation Appeals Board Case No.ADJ1589496) This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Legislation Text

3.2 24-0579 CONFERENCE WITH LABOR NEGOTIATOR

Legislation Text

3.3 24-0580 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

3.4 24-0581 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

3.5 24-0582 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Legislation Text

- 3.6 24-0583 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**
Number of Cases: One Based on existing facts and circumstances a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, there is a significant exposure to litigation against the local agency pursuant to Government Code sections 54956.9(d)(2) and 54956.9(e)(3).

Legislation Text

- 3.7 24-0584 PUBLIC EMPLOYMENT:**

Legislation Text

- 3.8 24-0602 CONFERENCE WITH LABOR NEGOTIATORS**

Legislation Text

- 4. CLOSED SESSION PUBLIC COMMENT**

None

- 5. RECESS TO CLOSED SESSION**

The Council recessed to Closed Session at 3:00 PM. The Council returned from Closed Session and adjourned at 4:17 PM.

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

Roll Call

Present:

Michael Blower
 Brando Villapudua
 Michele Padilla
 Susan Lenz
 Kevin J Lincoln II
 Kimberly Warmsley

Absent:

Daniel Wright.

- 7. INVOCATION/PLEDGE TO FLAG**

Chaplin Jesse Kenyon, Stockton Police Department provided the Invocation and the Pledge of Allegiance was led by Vice Mayor Warmsley

- 8. REPORT OF ACTION TAKEN IN CLOSED SESSION**

City Attorney Lori Asuncion reported there was no reportable action taken this evening

- 9. ADDITIONS TO REGULAR SESSION AGENDA**

None

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 24-0571 PROCLAMATION - NATIONAL GUN VIOLENCE AWARENESS MONTH

Legislation Text

Recipient: Daniel Bass, Peacekeeper Office of Violence Prevention

Daniel Bass - gun violence, alternatives to violence, safer communities

10.2 24-0573 PROCLAMATION - BALLOONS OVER BULLETS DAY

Legislation Text

Note: this item was moved to a future meeting date

10.3 24-0599 PROCLAMATION - NECROTIZING FASCIITIS AWARENESS DAY

Legislation Text

Recipient: The Del Barbara's

Mark Del Barbara - Necrotizing Fasciitis, early prevention

11. PUBLIC COMMENTS - MATTERS NOT ON THE AGENDA

Jason Lee - meeting, grant money, mental health, homelessness; Gospel Rescue Mission

Katya Evanhoe - capitol project meeting; Victory Park Pool groundbreaking; Animal Services, dead animal pick up, understaffing; Earth Day

Julie Devincenzi - trees, decorative iron

Julie Dunning - May 26, 2024, tree cut down, Miracle Mile project

Dan Richardson - thanked Stockton Police Department, Pershing Avenue, citations, speeding

Emmanuel Lilly - Jesus in the City, Weber Point Event Center, June 22, 2024 event

Pat Barrett - code enforcement fees; city properties uptake

Zoyla - committee appointments; neglected

Ernestino Barrios - Weston Ranch Shopping Center, violence, levee area; motorcyclists, public safety; green belt area, trash

12. CONSENT AGENDA

Attachment A
Approve the Consent Agenda with a single vote save for items 12.8, 12.9, and 12.13 which were considered separately

Moved by: Kimberly Warmsley, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

12.1 24-0559 ACCEPT THE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2024

Motion 2024-06-04-1201 accepting the Quarterly Investment Report for the quarter ended March 31, 2024.

Legislation Text

Attachment A -COMBINED QUARTERLY INVESTMENT REPORTS AT 03-31-2024 .pdf

Attachment B - Certification of Quarterly Investment

12.2 24-0566 ADOPT A RESOLUTION APPOINTING A MEMBER TO THE MEASURE W OVERSIGHT COMMITTEE

Resolution 2024-06-04-1202 ratifying the appointment to the Measure W Committee of Anthony Sprague for a partial term commencing immediately and ending on January 31, 2025

Legislation Text

Attachment A - Redacted Application.pdf

Proposed Resolution - Appointment.docx

Approved Resolution 2024-06-04-1202

12.3 24-0569 ADOPT A RESOLUTION APPOINTING A MEMBER OF THE MEASURE A CITIZENS' ADVISORY COMMITTEE

Resolution 2024-06-04-1203 ratifying the appointment of Daniel Offield to the Measure A Citizens' Advisory Committee for a term beginning immediately upon appointment and ending January 31, 2027.

Legislation Text

Attachment A - Redacted Application

Proposed Resolution

Approved Resolution 2024-06-04-1203

12.4 24-0577 NOMINEES FOR THE CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES FACILITY CITIZENS' ADVISORY COMMITTEE

Motion 2024-06-04-1204 nominating Dharma Arokiadass and Danielle Hibbitts to the California Correctional Health Care Services Advisory Committee (CAC), for selection by the Warden of the California Department of Corrections and Rehabilitation (CDCR).

Legislation Text

Attachment A - Redacted Applications.pdf

12.5 24-0350 APPOINTMENT TO THE SAN JOAQUIN COUNTY REGIONAL TRANSIT DISTRICT BOARD

Resolution 2024-06-04-1205 reappointing Gary Giovanetti to the San Joaquin County Regional Transit District Board, for a term commencing July 1, 2024 and ending June 30, 2028.

Legislation Text

Attachment A - Redacted Application

Proposed Resolution - Appointment

Approved Resolution 2024-06-04-1205

12.6 24-0398 APPROVE MOTION TO EXECUTE A THREE-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT WITH ADVANCED HELICOPTER SERVICES FOR HELICOPTER MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$385,650

Motion 2024-06-04-1206:

1. Authorizing the City Manager to execute a three-year Cooperative/Piggyback Purchase Agreement between the City of Stockton and Advanced Helicopter Services (AHS) for helicopter maintenance not to exceed \$385,650.

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

3. Authorizing the City Manager to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Coop Agmt - Advanced Helicopter Services

12.7 24-0487 APPROVE MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH JOCELYN E. ROLAND, PH.D., ABPP, IN THE AMOUNT OF \$117,840

Motion 2024-06-04-1207:

1. Authorizing the City Manager to approve an amendment to the agreement with Jocelyn. E. Roland, Ph.D., ABPP, by executing a two- year extension, at a cost of

\$117,840.

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

3. Authorizing and directing the City Manager to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Amendment 1 - Jocelyn E Roland

12.8 24-0546 APPROVE A MOTION TO ENTER INTO A COOPERATIVE AGREEMENT WITH SHI GOVERNMENT SOLUTIONS AND THEIR AUTHORIZED DEALER, CITY DETECT INC. THROUGH OMNIA PARTNERS FOR TOTAL CLOUD SOLUTIONS AND SERVICES

Legislation Text

Attachment A - Coop Agreement with Omni Partners

Approve **Motion 2024-06-04-1208:**

1. Authorizing the City Manager to execute a cooperative agreement (Attachment A) with SHI Government Solutions and their authorized dealer, City Detect, to provide Total Cloud Solutions and Services through a cooperative contract with Omnia Partners Contract Number R220804, for a total not-to-exceed amount of \$712,800, and a term from June 1, 2024 through September 30, 2025, with the option to renew for two (2) additional one-year extensions

2. Approving findings pursuant to Stockton Municipal Code Section 3.68.070 in support of an exception to the competitive bid process

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

Moved by: Susan Lenz, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

12.9 24-0558 APPROVE A MOTION TO ESTABLISH THE PRE-QUALIFIED CONSTRUCTION CONTRACTOR BIDDERS LIST FOR THE ANIMAL SHELTER RENOVATION PROJECT

Legislation Text

Attachment A - Vicinity Map

Attachment B - Pre-Qualified Bidders List

Attachment A

Approve **Motion 2024-06-04-1209** establishing the Pre-Qualified Construction Contractor Bidders List for the Animal Shelter Renovation, Project No. P023001.

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

Moved by: Michael Blower, seconded by Kimberly Warmesley.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmesley.

Absent: Daniel Wright.

12.10 24-0325 APPROVE MOTION TO AUTHORIZE A CONTRACT EXTENSION FOR THE STREETSCAPE LANDSCAPE MAINTENANCE PROJECT

Motion 2024-06-04-1210:

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

2. Authorizing the City Manager to execute a three-year extension to the Service Contract with Al Fresco Landscaping, Inc. of Hollister, CA, in the amount of \$7,234,026.95, for a new total not to exceed amount of \$17,444,364.13 for the Streetscape Landscape Maintenance, Project No. OM-19-010.

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

Legislation Text

Attachment A - Standard Agreement Amendment No. 3

12.11 24-0344 APPROVE MOTION TO AUTHORIZE A COOPERATIVE PURCHASE AGREEMENT TO COMPLETE FUEL MANAGEMENT SYSTEM TERMINAL UPGRADES

Motion 2024-06-04-1211:

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

2. Approving the use of a Cooperative Purchase Agreement through Sourcewell Contract No. 092920-EJW, to provide the City preferential pricing from E.J. Ward, Inc.

3. Authorizing a contract with E.J. Ward, Inc. of San Antonio, TX, in the amount of \$522,809.91 for the purchase and installation of new fuel terminals and fuel dispensing pumps, including necessary equipment and software, to complete fuel site upgrades at the Main Police Department, Municipal Utilities Department, and Public Works Operations and Maintenance fueling sites.

Authorizing the City Manager to take appropriate and necessary actions to carry out

the purpose and intent of this motion.

Legislation Text

Attachment A - Cooperative Agreement with EJ Ward

12.12 24-0519 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR THE ON-CALL PARKS PUMP REPAIRS PROJECT

Motion 2024-06-04-1212:

1. Authorizing Contract Change Order No. 2 in the amount of \$50,000 with Cornerstone Environmental Contractors, Inc. for the On-Call Parks Pump Repairs, Project No. OM-23-085.

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

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

Legislation Text

Attachment A - CCO No. 2 with Cornerstone

12.13 24-0541 APPROVE MOTION TO AUTHORIZE THE AQUATIC FACILITIES RENOVATIONS - VICTORY PARK POOL PROJECT

Legislation Text

Attachment A - Vicinity Map

Attachment B - Pre-Qualified Bidders List

Attachment C - Professional Services Contract

Approve Motion 2024-06-04-1213:

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

2. Approving and establishing the Pre-Qualified Construction Contractor Bidders List for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

3. Awarding a Professional Services Contract in the amount of \$607,706 to Roebbelen Construction Management Services, Inc. of El Dorado Hills, CA, for construction management services for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

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

Moved by: Susan Lenz, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmesley.

Absent: Daniel Wright.

13. ADMINISTRATIVE MATTERS

None

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

None

16. HEARINGS

16.1 24-0378 ACCEPT THE 2023 ECONOMIC DEVELOPMENT SUBSIDY ANNUAL REPORT

Legislation Text

Attachment A - Government Code 53083

Attachment B - Economic Development Subsidy 2023 Report

PPT -16.1 2023 Economic Development Subsidy Annual Rpt

The following person spoke to this item: Julie Dunning

Council Correspondence - Public Comments

Approve **Motion 2024-06-04-1601:**

1. Accepting the 2023 Economic Development Subsidy Annual Report, which includes all City-provided subsidies to developers for economic development purposes over \$100,000; and

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

Moved by: Susan Lenz, seconded by Michael Blower.

Vote: Motion carried 5-1

Yes: Michael Blower, Brando Villapudua, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmesley.

No: Michele Padilla.

Absent: Daniel Wright.

Attachment A

16.2 24-0410 APPEAL OF THE PLANNING COMMISSION APPROVAL OF A TENTATIVE MAP, AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)

Legislation Text

Attachment A - Aerial Photo

Attachment B - General Plan Land Use

Attachment C - Zoning Map

Attachment D - Appeal

Proposed Resolution - Approving

Exhibit 1 - Tentative Map

Exhibit 2 - Project Plans

Exhibit 3 - Project Architecture

Approved Resolution 2024-06-04-1602

PPT - 16.2 Appeal PC Decision 10500 Trinity Pkwy ((23-0266))

Council Correspondence - Public Comments

The persons spoke to this item: Julie Dunning; Angelo Acevedo; Colleen Foster

Approve Resolution 2024-06-04-1602:

1. Finding no further environmental review is necessary from the California Environmental Quality Act (CEQA) as an Environmental Impact Report (EIR 3-87) (SCH #1987032415) was adopted and certified by the City of Stockton for the identified area and are companion documents to the Master Development Plan (MDP 1-00) adopted by City

2. Denying the Appeal and upholding the Planning Commission's approval of a Tentative Map and Design Review, subject to conditions, in accordance with the findings and subject to conditions in the proposed Resolution.

Moved by: Brando Villapudua, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

16.3 24-0492 HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2024-25 HOLIDAY PARK MAINTENANCE DISTRICT

Legislation Text

Attachment A - Holiday Park Budget FY24 - 25

Attachment B - Holiday Park Assessment District Map

Proposed Resolution - Holiday Park FY24 - 25

Approved Resolution 2024-06-04-1603

PPT - 16.3 2024-25 Holiday Park Maint District Asmt

Approve Resolution 2024-06-04-1603:

1. Overriding any and all public hearing protests.
2. Approving the Annual Budget for Holiday Park Budget for FY2024-25.
3. Confirming and approving the assessment of \$46,598 for the Holiday Park Maintenance District for FY2024-25.
4. Authorizing the City of Stockton Chief Financial Officer to assess those parcels within the assessment district.
5. Certifying the assessments meet the requirements pertaining to the levy of annual assessments.
6. Approving a subsidy in the amount of \$132,973, \$1,911 from the General Fund (100-125) and \$131,062 from the Strong Communities Fund (210-000) to continue operations and maintenance of the facility.
7. Authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Moved by: Michael Blower, seconded by Kimberly Warmesley.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmesley.

Absent: Daniel Wright.

16.4 24-0504 HOLD PUBLIC HEARING FOR APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGET, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1

Legislation Text

Attachment A - District Zones Location Map

Attachment B - Summary of Consolidated District Budget-24-25

Proposed Resolution - Consolidated District 2024-25

Approved Resolution 2024-06-04-1604

PPT- 16.4 2024-25 Consolidated Storm Drain Assmt Districts

Approve Resolution 2024-06-04-1604:

1. Overruling all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.
2. Approving and adopting the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (District) Annual Engineer's Report for the Fiscal Year (FY) 2024-25, which contains the budget for each zone.
3. Confirming and levying the assessments for each zone as set forth in the Report.
4. Filing the assessments of a copy thereof, certified by the City Clerk or other City official, with the San Joaquin County Auditor and causing the assessments to be entered on the FY 2024-25 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

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

Moved by: Susan Lenz, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

16.5 24-0529 HOLD PUBLIC HEARING FOR APPROVAL OF THE ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGETS, AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS

Legislation Text

Attachment A - Storm Drainage Basin Districts Map

Attachment B - Budgets and Fund Balance Projections

Proposed Resolution - Airport Gateway Center

Proposed Resolution - Arch Road Industrial Park

Proposed Resolution - Charter Way Industrial

Proposed Resolution - North Newcastle

Proposed Resolution - Stockton Airport Business Center

Proposed Resolution - Western Pacific Industrial Park

Approved Resolution 2024-06-04-1605-01

Approved Resolution 2024-06-04-1605-02

Approved Resolution 2024-06-04-1605-03

Approved Resolution 2024-06-04-1605-04

Approved Resolution 2024-06-04-1605-05

PPT 16.5 - 2024-25 Industrial Assessment Districts-Basin

Approve **Resolutions 2024-06-04-1605-01, 2024-06-04-1605-02, 2024-06-04-1605-03, 2024-06-04-1605-04, 2024-06-04-1605-05, and 2024-06-04-1605-06:**

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

2. Approving and adopting the preliminary Fiscal Year (FY) 2024-25 annual budget for each District.

3. Confirming and levying FY 2024-25 assessments for each of the following six industrial storm drainage basin maintenance Assessment Districts (Districts):

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

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

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

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

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

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

4. Approving and adopting the Engineer's Report (Report) showing the FY 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approving, confirming, and levying the assessments, as described in the Report, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions from the operation of said improvements and of the related incidental expenses as described in each respective Report.

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

Moved by: Michael Blower, seconded by Kimberly Warmasley.

Vote: Motion carried 6-0

Attachment A

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmesley.
Absent: Daniel Wright.

16.6 24-0437 ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2024-25 Budget

Attachment C - Summary of Zones

Proposed Resolution

Approved Resolution 2024-06-04-1606

PPT -16.6 2024-25 Consolidated Landscape Maint Dist

Approve Resolution 2024-06-04-1606:

1. Overruling any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.
2. Approving and adopting the Consolidated Landscape District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.
3. Certifying that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIC and XIID to the California State Constitution.
4. Confirming that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.
5. Authorizing the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

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

Moved by: Susan Lenz, seconded by Michael Blower.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

16.7 24-0438 ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

Legislation Text

Attachment A - Vicinity Map

Attachment B - Proposed FY 2024-25 Budget

Proposed Resolution

Approved Resolution 2024-06-04-1607

PPT - 16.7 - Central Stockton Lighting Maint Assessment Dist

Approve Resolution 2024-06-04-1607:

1. Overruling any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.
2. Approving and adopting the District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.
3. Certifying that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIC and XIID to the California State Constitution.
4. Confirming that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.
5. Authorizing the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

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

Moved by: Michael Blower, seconded by Susan Lenz.

Vote: Motion carried 6-0

Yes: Michael Blower, Brando Villapudua, Michele Padilla, Susan Lenz, Kevin J Lincoln II, and Kimberly Warmsley.

Absent: Daniel Wright.

16.8 24-0450 RECEIVE RECOMMENDATION OF PROPOSED CHARTER AMENDMENT LANGUAGE AND HOLD PUBLIC HEARING TO SOLICIT COMMUNITY FEEDBACK REGARDING CHARTER ARTICLES XI AND XI-A RELATED TO THE PUBLIC INFORMATION OFFICE

No action to be taken this evening.

Legislation Text

Attachment A - Proposed Charter Amendment (redline)

PPT

Around the bench memo

Note: A memo dated June 4, 2024 from the City Clerk relating to agenda item 16.8 Receive Recommendations of Proposed Charter Amendment Language and Hold Public Hearing to Solicit Community Feedback Regarding Charter Articles XI and XI-A Related to the Public Information Officer-Attachment A was distributed around the bench

17. CITY MANAGER'S UPDATE

City Manager Black - first Budget study session, tomorrow June 5, 2024 at 5:30 PM

18. COUNCIL COMMENTS

Councilmember Blower - Grupe park parking lot resurfacing project; American Medical Response tour; Memorial Day, thanked Rotary Club of Stockton; Victory Park sculpture ribbon cutting, James Moore artist; Pixie Woods 70th Birthday; Temple Israel Jewish food fair; Youth Employment Success Program kickoff; Leadership Stockton, Aspen Cottage Children's home unveiling; Swenson Park fence replacement

Vice Mayor Warmsley - congratulated all graduates; thanked Public Works; Proposition 218 meeting; Youth Employment Kickoff; June 20, 2024 WorkNet, work fair; Delta Schooling, workshops; Friday Night Ultra, indoor basketball for teens; summer readings at local libraries; cooling centers; San Joaquin County Fair

Councilmember Padilla - Office of Violence Prevention, gun violence awareness; Jazz Festival, shade structure Weber Events; thanked City Clerks office, Spanish translation; SAP feature for streamline video; pools open

Councilmember Villapudua - thanked City Manager Black, code enforcement, Police Department, Fire Department, Florence Low, Assistant to the City Manager;

Israel Food Fair; son Isaiah, congratulated; Wilson Way Kentucky Fried Chicken

Mayor Lincoln - Memorial Day Ceremony; Youth Employment Kickoff, Leadership
Stockton 2024 Event, Aspen Cottage, Children's home of Stockton

19. ADJOURNMENT - 7:30 PM

INFORMATIONAL ITEMS

1. 24-0589 COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

Informational item only. No action taken.

Legislation Text

Council Budget 2024-03-29

Council Legislation 2024-03-20

Council Legislation 2024-04-17

CSC 2024-03-21

CSC 2024-04-18



KATHERINE ROLAND, CMC, CPMC
STOCKTON INTERIM CITY CLERK

**MINUTES
CITY COUNCIL SPECIAL ** SPECIAL BUDGET STUDY SESSION **
MEETING OF JUNE 5, 2024**

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

1. SPECIAL SESSION CALL TO ORDER / ROLL CALL - 5:33 PM

Roll Call

Present:

Michael Blower
Brando Villapudua
Michele Padilla
Kevin J Lincoln II
Kimberly Warmsley
Daniel Wright

Absent:

Susan Lenz.

Note: Councilmember Lenz arrived to the dais at 5:37 PM

2. PUBLIC COMMENT

The following persons spoke: Dan Richardson; Katya Evanhoe

3. ITEMS FOR DISCUSSION

3.1 24-0567 BUDGET STUDY SESSION

Reviewed the proposed Fiscal Year (FY) 2024-25 Annual Budget, Fee Schedule, and the 2024-2029 Capital Improvement Plan. The complete documents are available for review on the City's website at:

https://www.stocktonca.gov/government/budget___financial_reports/index.php#outer-231sub-2146

Legislation Text

PPT - FY 2024-25 Proposed Annual Budget

Harry Black, City Manager - Budget Overview

Imelda Arroyo, Budget Officer - presented Citywide Overview; General Fund Overview

Department Presentations

Economic Development Department - Carrie Wright, Economic Development Director

Community Services Department - Kris Farro, Community Services Director

Public Works Department - Chad Reed, Public Works Director

Capitol Improvement Projects - Chad Reed, Public Works Director and Mel Lytle, Municipal Utilities Director

Municipal Utilities Department - Dr. Mel Lytle, Municipal Utilities Director

Police Department - Stanley McFadden, Chief of Police

Fire Department - Richard Edwards, Fire Chief

Community Development Department - Stephanie Ocasio, Community Development Director

Information Technology - Jamil Niazi, Information Technology Officer

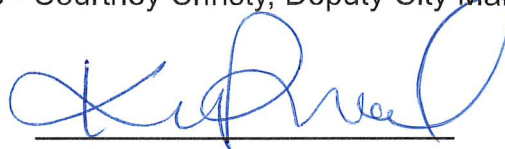
Human Resources Department - Rosemary Rivas, Human Resources Director

Administrative Services Department - Jay Kapoor, Deputy City Manager/ Chief Financial Officer

Debt - Jay Kapoor, Deputy City Manager/ Chief Financial Officer

Non-Departmental, Charter Offices - Courtney Christy, Deputy City Manager

4. ADJOURNMENT - 7:36 PM



KATHERINE ROLAND, CMC, CPMC
STOCKTON INTERIM CITY CLERK



City of Stockton

Legislation Text

File #: 24-0641, Version: 1

ADOPT A RESOLUTION TO AWARD A CONTRACT FOR CONSULTANT SERVICES FOR DEVELOPMENT OF THE NEW COMPREHENSIVE CLIMATE ACTION & ADAPTATION PLAN IN THE AMOUNT OF \$1,000,000

RECOMMENDATION

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

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process;
2. Authorize the City Manager to execute a contract for specialized services from AECOM in the amount of \$1,000,000;

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

Summary

Staff seeks City Council approval to award a contract for specialized services to AECOM ("Consultant"). The consultant will lead the City of Stockton in the development of a new Comprehensive Climate Action & Adaptation Plan (CCAAP) while implementing the grant requirements of the Adaptation Planning Grant Program (APGP) Round 1, administered by the California Governor's Office of Planning and Research (OPR), and the Climate Pollution Reduction Grant Planning (CPRGP) through the U.S EPA Region 9.

The APGP and CPRGP grants are funding the City's efforts to build climate adaptation strategies and resiliency through planning, research and capacity building, restoration, and sustainable infrastructure to develop or update existing regional climate mitigation plans to address greenhouse gas and reduction measures throughout the Stockton Metropolitan Statistical Area (MSA) area. Specific activities will include updating plans to reduce climate pollution, completing a greenhouse gas inventory, quantifying greenhouse gas reduction measures, conducting a low income and disadvantaged communities benefit analysis, and stakeholder engagement.

DISCUSSION

Background

On December 12, 2023, City Council adopted Resolution No. 2023-12-12-1202, accepting the State of California APGP Grant Round 1 in the amount of \$650,000. Subsequently, on May 14, 2024, City

Council adopted Resolution No. 2024-5-14-1502 accepting the Federal CPRGP Grant in the amount of \$1,000,000. Within these 2 grant awards, there is a total of \$1,000,000 allocated for consulting services for climate action plan development.

The APGP grant and CPRGP grant will be used in combination to develop a new Comprehensive Climate Action & Adaptation (CCAAP) plan for the City which combines the requirements of both programs. These grants require key deliverables: a Climate Vulnerability and Risk Assessment, a Priority Climate Action Plan, a Comprehensive Climate Action Plan (due two years from the date of award), and a status report due at the close of the grant period.

On March 20, 2024 City staff posted a Request for Proposals (RFP) PUR 24-030 to identify a consultant to lead the development of this new Comprehensive Climate Action & Adaptation Plan (CCAAP). On May 2, 2024 City staff received 5 proposals in response to RFP PUR24-030.

Present Situation

After reviewing the 5 proposals received, City staff conducted interviews with all 5 consultant companies. A review panel consisting of staff from the Environmental & Sustainability Division, Public Works, Municipal Utilities, and Community Development Departments conducted the interviews. The review panel agreed that the company that would provide the best value and experience to develop the CCAAP is AECOM.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, the Council may approve findings which support and justify an exception to the competitive bidding process.

The following findings support such an exception:

1. Use of the RFP process is appropriate for this agreement because it relies on the evaluation of professional qualifications and performance as the basis for the selection of a vendor, which is a typical practice for this type of work.
2. The City negotiated the contract following the solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

Staff recommends the City Council approve the findings and adopt a resolution authorizing the City Manager to execute a contract in the amount not to exceed \$1,000,000.00 with AECOM to develop a Comprehensive Climate Action & Adaptation Plan (CCAAP) for the City of Stockton.

FINANCIAL SUMMARY

The base proposal amount is \$979,340 with an additional \$20,660 allocated as contingency amount, for a total contract amount of \$1,000,000. The contract amount for specialized services will be exclusively funded by the previously approved and appropriated grant awards; \$310,000 from the Adaptation Planning Grant Program (APGP) Round 1, and \$690,000 from the Climate Pollution Reduction Grant Planning (CPRGP). To establish the contract for specialized services, an

appropriation of revenue and expenditures of \$1,000,000 is necessary in the City Manager's Special Grants Fund - Reimbursement, General Administration Division.

There will be no impact to the General Fund.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION TO AWARD A CONTRACT FOR CONSULTANT SERVICES FOR DEVELOPMENT OF THE NEW COMPREHENSIVE CLIMATE ACTION & ADAPTATION PLAN IN THE AMOUNT OF \$1,000,000

The City Manager authorized staff to execute a contract for specialized services from AECOM in the amount of \$1,000,000; and

On December 12, 2023, City Council adopted Resolution No. 2023-12-12-1202, accepting the State of California APGP Grant Round 1 in the amount of \$650,000. Subsequently, on May 14, 2024, City Council adopted Resolution No. 2024-5-14-1502 accepting the Federal CPRGP Grant in the amount of \$1,000,000. Within these 2 grant awards, there is a total of \$1,000,000 allocated for consulting services for climate action plan development; and

The APGP grant and CPRGP grant will be used in combination to develop a new Comprehensive Climate Action & Adaptation Plan (CCAAP) for the City; and

On March 20, 2024, City staff posted a Request for Proposals (RFP) to identify a consultant to lead the development of this new CCAAP. On May 2, 2024, City staff received 5 proposals in response to RFP PUR24-030; and

A review panel consisting of staff from the Environmental & Sustainability Division, Public Works, Municipal Utilities, and Community Development Departments conducted the interviews. Based on procurement assisted review of the 5 consultant proposals and required scorecards, the review panel agreed that the company that would provide the best value and experience to develop the CCAAP is AECOM; and

The new CCAAP will require the development, updating and evaluation of plans to reduce climate pollution, developing a greenhouse gas inventory, quantifying greenhouse gas reduction measures, conducting a low income and disadvantaged communities benefit analysis, review of authority to implement and stakeholder engagement; now, therefore,

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

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

- a. Use of RFP process is appropriate for this agreement because it relies on the evaluation of professional qualifications and performance as the basis for the selection of a vendor, which is typical for this type of work
 - b. The City negotiated the contract following the solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.
2. Authorize the City Manager to execute a contract for specialized services from AECOM in the amount of \$1,000,000, attached hereto as Exhibit 1.
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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and AECOM Technical Services, Inc. ("Contractor") to provide services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: Upon Execution

Terminates on: 10/30/27

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 1,000,000.00

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

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

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

CONTRACTOR

AECOM Technical Services, Inc.

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

Garrett Harper

Authorized Signature

07/02/2024

Date

Garrett Harper, Vice President, Managing Principal

Printed Name and Title of Person Signing

2020 L Street, Suite 300, Sacramento, CA 95811

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Katherine Roland, Interim City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

BY:

**EXHIBIT A
STATEMENT OF WORK**

1. Project Objectives

- 1.1. The objective of the City of Stockton's Comprehensive Climate Action & Adaptation Plan is to provide a strategic framework for the City to pursue meaningful projects & policies to advance the environment of Stockton.

2. Project Scope

See Attachment A – AECOM Project Approach/ Scope of Work

3. Major Deliverables

- 3.1 Meeting agendas and facilitation notes.
- 3.2 On-site and/or virtual facilitation of staff, stakeholders, and public meetings
- 3.3 Weekly or bi-weekly progress updates meetings with relevant City staff.
- 3.4 Project timeline (updated as needed).
- 3.5 Organizational chart showing staff assignments and roles.
- 3.6 Draft goals and objectives (within one (1) month of contract award)
- 3.7 Public Engagement Plan
- 3.8 Climate Vulnerability Assessment
- 3.9 Graphics and info graphics for use on web and social media.
- 3.10 Community Communication materials
- 3.11 Community Workshop Summaries
- 3.12 Implementation Plan
- 3.13 Priority Climate Action Plan (within nine (9) months of contract award) with separately identified adaptation and mitigation measures.
- 3.14 Final Comprehensive Climate Action Plan (CCAP), including an Executive Summary that is user-friendly, graphically pleasing, and well organized in PDF and preferably in an editable format (i.e. Word or PowerPoint). (within two (2) years of contract award).
- 3.15 PowerPoint presentation summarizing the plan with graphics, statistics, etc. that match the final CCAAP.

3.16 Other administrative, research, analysis and communication tasks determined in the project kick-off.

3.17 Two (2) Status Reports

4. Criteria of Acceptance for Deliverables

- 4.1. Consultant must achieve all deliverables consistent with the requirements of the EPA's Climate Pollution Reduction Grant Planning and the State's Office of Planning and Research, Adaptation Planning Grant Program.
- 4.2. Consultant must meet all requirements listed in Exhibit A, Exhibit C – City of Stockton General Terms and Conditions and, Exhibit C, Part 2 - EPA Federal Requirements of the CPRGP Grant Agreement.

5. Notices

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

Consultant: AECOM Technical Services, Inc.
2020 L Street, Suite 300
Sacramento, CA 95811

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

EXHIBIT B INSURANCE

Exhibit B: Insurance Requirements for Consultant Services

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

SCOPE AND LIMIT OF INSURANCE

Coverage shall be:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant’s profession, with limit of **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and designated volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and designated volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and designated volunteers for all locations work is done under this contract.

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

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

Self-Insured Retentions

The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named.

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to inspect redacted copies of all required insurance policies, including endorsements required by these specifications, in the event of a claim.

Subcontractors

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

Duration of Coverage

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

Certificate Holder Address

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

Where there is a conflict between these General Terms and Conditions and the PARTNER AGREEMENT, the PARTNER AGREEMENT controls.

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

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

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

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

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

4. Sufficiency of Consultant's Work. All Consultant services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar Consultants supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards..

5. Ownership of Work. All reports, work product, all other documents completed or partially completed by Consultant or its approved subConsultants, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City upon proper payment for services. Any and all

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

6. **Timeliness.** Time is of importance in this Agreement.

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

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

9. **Consultant's Status.**

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

9.2 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Consultant in fulfillment

of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

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

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

10. SubConsultant.

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

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

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

11. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT C – PART 2 EPA FEDERAL REQUIREMENTS

Section II. Federal Requirements.

A. Federal Award Identification.

1. Subrecipient name--which must match registered name in the System for Award Management (SAM). If the subrecipient is not yet registered in SAM, then information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. The subrecipient's "unique entity identifier" in SAM. This identifier is required for registering in SAM and by 2 CFR Part 25 and 2 CFR 200.332(a)(1).

Note: Additional information on registering in SAM is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in the "**General Term and Conditions**" (T&Cs), under the "**System for Award Management and Universal Identifier Requirements**" T&C, of the pass-through entity's agreement with EPA.

3. Federal Award Identification Number (FAIN) The FAIN corresponds with the "Assistance ID No." on the EPA Notice of Award.
4. EPA Award Date. This is the date the EPA Award Official signs the assistance agreement with the pass-through entity and may be found on page 1 of the EPA Notice of Award.
5. Subaward Period of Performance Start and End Date;
6. Amount of EPA Funds Obligated under the initial subaward. Subsequent funding actions may be documented by amendments to the subaward.
7. Total or cumulative amount of EPA Funds Obligated to the subrecipient under the initial subaward plus any subsequent funded amendments. These amounts may be documented in sequential amendments to the subaward.
8. Total Amount of the EPA funds committed to the subrecipient by the pass-through entity. This is typically the "ceiling" amount for the subaward that may not be exceeded in funded amendments.
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA). This information may be found in the "Project Title and Description" box on page 1 of the EPA Notice of Award.

10. Information identifying EPA as the Federal awarding agency, your organization as the pass-through entity, and contact information for your awarding official for the subaward.
 11. Assistance Listing Number and Name for each EPA award used to support the subaward. Assistance Listing information for the pass-through entities' EPA award may be found on page 2 of EPA's Notice of Award form in the second chart under "EPA Award Information". (Note the Uniform Grant Guidance requires at [2 CFR 200.332\(a\)\(1\)\(xii\)](#) that the Pass-through entities identify the dollar amount under each Federal award and the CFDA number at the time of disbursement of Federal funds to the subrecipient so it is important for pass-through entities to maintain accounting records to meet this requirement.
 12. Indirect cost rate for the pass-through entity's Federal award. This rate may be found on page 3 of the pass-through entity's EPA Award in Table A, Object Class Category and may be the 10% de-minimis indirect cost rate described at [2 CFR 200.414\(f\)](#).
- B.** All "flow down" requirements imposed on the subrecipient by the pass-through entity to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The subrecipient is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipients comply with Federal requirements.

These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"
5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).

6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

Other statutes, regulations and Executive Orders that may apply to subawards are described at [Information on Requirements that Pass-Through Entities must “Flow Down” to Subrecipients](#). Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice, if necessary.

- C. Any additional requirements such as financial and performance reports the pass-through entity imposes on the subrecipient to ensure that the pass-through entity meets its own responsibilities to the Federal awarding agency.
- D. Subrecipient’s Indirect Cost Rate. The indirect cost rate may be a rate negotiated and approved by the subrecipient’s cognizant Federal agency. If the subrecipient does not have a Federal indirect cost rate, the pass-through entity may negotiate an indirect cost rate with the subrecipient that complies with [2 CFR Part 200, Subpart E](#) or use the 10% de-minimis indirect cost rate described at [2 CFR 200.414\(f\)](#).
- E. Requirements for the subrecipient to provide access to subaward records so that the pass-through entity and Federal auditors may verify compliance with 2 CFR 200.332 as well as [2 CFR Part 200, Subpart D, Post Federal Award Requirements](#) for Financial and Program Management, and [2 CFR Part 200, Subpart F, Audit Requirements](#). Examples of records include:
 1. Subrecipient financial statements and reports;
 2. Programmatic reports including information on environmental results
 3. Audit findings
- F. Additional Requirements imposed by the pass-through entity under 2 CFR 200.208 that reflect the passthrough entity’s assessment of the subrecipient’s risk of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward based on the factors described at 2 CFR 200.332(b).
 1. Risk factors may include:
 - (a) Prior experience with same or similar subawards;
 - (b) Results of previous audits;
 - (c) Whether new or substantially changed personnel or systems, and;
 - (d) Extent and results of Federal awarding agency or the pass-through entity’s monitoring.

2. Examples of additional requirements authorized by [2 CFR 200.208](#) include:

- (a) Requiring payments as reimbursements rather than advance payments;
- (b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (c) Requiring additional, more detailed financial reports;
- (d) Requiring additional project monitoring;
- (e) Requiring the non-Federal entity to obtain technical or management assistance, and;
- (f) Establishing additional prior approvals.

G. Terms and conditions concerning the close out of the subaward.

EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

3. Time for Performance.

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

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

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

4. Standard of Performance

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

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

4.2 Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Consultant agrees treat such information with at least the same degree of care as Contractor employs in handling its own proprietary or confidential information but in no event with less than reasonable care. Consultant shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its subConsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

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

5. Compensation

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

5.1.1 Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid consistent with the reimbursement process established hereto, in arrears on a not to exceed basis, based upon the budget set forth in Exhibit E attached hereto and made a part of this Agreement.

6. Personnel

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

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

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

7. Reports and Information

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

8. Findings Confidential

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

9. Copyright

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

10. Deliverables

Consultant shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Exhibit C - GTC, Paragraph 29. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

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

1. Project Price

1.1 The maximum the Consultant shall be paid on this Agreement is **\$1,000,000** (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified Exhibit A, C and D shall be compensated to the Consultant. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii. Additionally, items such as telephone, fax, postage or freight are already included in the billable hourly rate. Consultant shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services. Section 2 of this exhibit lists the total funding allocated to the Consultant for each project they are involved in.

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Consultant shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Consultant based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s invoices previously submitted for acceptable work performed and approved.

1.5 The Contingency will be used for expenses occurred for any additional requested services by the City and agreed upon between the City and the Consultant.

1.6 The Optional task described in Section 2 is not included in the base scope of work. As requested at a time determined by the City, and mutually agreed upon between the parties, the Optional task may be incorporated into the project scope by a written amendment to this Agreement, which will increase the contract per the amount stated in this Exhibit.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Project Administration & Collaboration	\$130,395
2	Baseline Assessment	\$18,096
3	Community & Stakeholder Engagement	\$192,032
4	Climate Vulnerability & Risk Assessment	\$88,575
5	GHG Inventory, Projections & Measures	\$132,402
6	Benefit and Impacts Analysis	\$122,350
7	Develop Draft Plan	\$65,772
8	Action Prioritization	\$68,370
9	Implementation Plan Development	\$52,358
10	Final Plan Development	\$69,284
11	Status Report	\$39,706
	Subtotal	\$979,340
	Contingency	\$20,660
Optional (at City's request)	Add Alternate #1 Building Energy Assessments, Energy Audits, and Building	\$125,904
Fees	Total (Excluding Optional Tasks listed in red)	\$1,000,000

3. **Hourly Rates.** The following is a list of hourly billable rates that Consultant shall apply for additional services requested of the Consultant. Consultant shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreements, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Rates listed below are valid through September 2024

and will be escalated in October of each calendar year by 4 percent. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Title	Hourly Billable Rates
Project Director	\$278
Project Manager	\$230
GHG & Benefits Lead	\$180
GHG Analyst	\$149
Co-Pollutants Analyst	\$173
LIDAC Analyst	\$139
Adaptation Task Lead	\$275
Tech Analyst	\$210
Adaptation Planning	\$155
Funding and Financing Lead	\$249
Engagement Lead	\$230
Equity Analyst	\$229
Engagement Analyst	\$161
Website Lead	\$208
Cost Analyst	\$204
Funding Analyst	\$146
Graphics	\$138
Workforce Development Analyst	\$201
Building Assessment Tech Lead	\$302
Facility Assessment	\$191
Sr. Facility Assessment	\$222
Project Controls	\$165

4. **Invoice to Address.** Consultant shall submit an invoice to the City's staff consistent with the process provided in Exhibit A. Invoices shall be submitted to the below address and remitted electronically:

City of Stockton
City Manager's Office
Attention: Office of Environment & Sustainability
425 N. El Dorado Street
Stockton, CA 95202

Email: Shalilah.bess@stocktonca.gov; grant.kirkpatrick@stocktonca.gov

EXHIBIT F

TIMELINE

Consultant shall complete the requested services identified in Exhibit A as follows:

See attached Exhibit F – AECOM Project Schedule

Attachment A

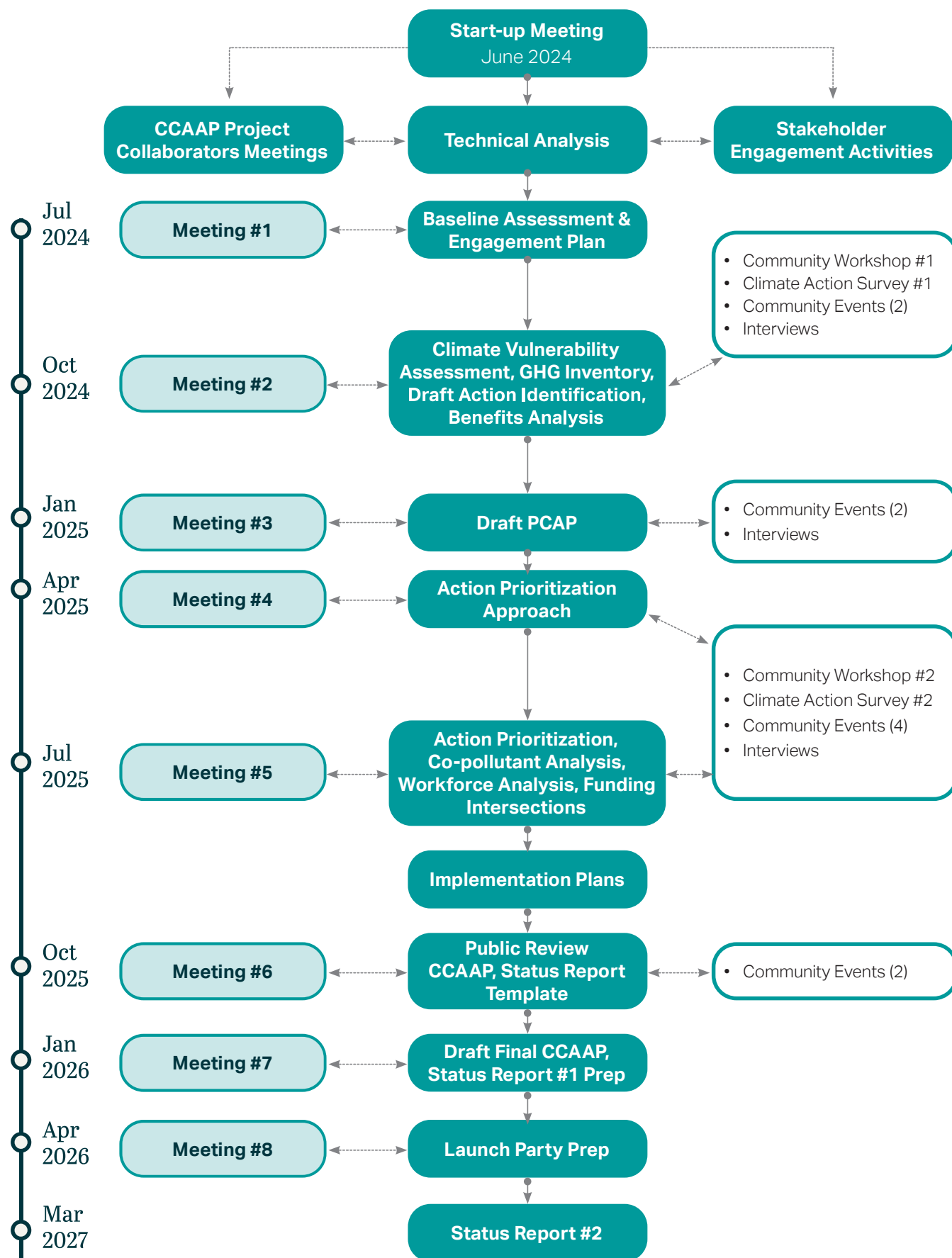
Project Approach – Order of Tasks

Our proposed scope of work will achieve each task detailed in the RFP. However, we are recommending an alternative ordering of tasks and subtasks to improve the efficiency and effectiveness of stakeholder engagement, which is critical for informing our recommendations. Table 1 shows the crosswalk from our proposed scope of work tasks to those included in the RFP, while Figure 1 illustrates conceptually how the project's technical work aligns with our proposed Project Collaborator meetings and community and stakeholder engagement events.

Table 1 - Scope of work task comparison

AECOM Scope Tasks	City of Stockton RFP Task Elements
Task 1. Project Administration & Collaboration	Task 2.1 Project Start-up Meeting Task 2.2 Project Collaboration Meetings
Task 2. Baseline Assessment	Task 2.3 Baseline Assessment & Goal Setting
Task 3. Stakeholder & Community Engagement	Task 2.4 Stakeholder & Community Engagement Plan Task 2.5 Community Workshops
Task 4. Climate Vulnerability & Risk Assessment	Task 2.6 Climate Vulnerability Assessment & Risk Assessment
Task 5. GHG Inventory, Emissions Projections, & Measures	Task 2.7 GHG Inventory, Emissions Projections & Measure
Task 6. Benefits & Impact Analysis	Task 2.8 Benefits Analysis Task 2.9 Low Income/Disadvantage Communities Benefits Analysis Task 2.10 Workforce Planning Analysis
Task 7. Draft Plan (PCAP) Development	Task 2.12 Draft Plan Development (Priority Climate Action Plan)
Task 8. Action Prioritization	Task 2.11 Action Identification & Prioritization
Task 9. Implementation Plan Development	Task 2.13 Implementation Plan Development
Task 10. Final Plan Development	Task 2.14 Final Plan Development
Task 11. Status Report	Task 2.15 Status Report
Optional Task 1: Building Energy Assessments, Energy Audits, & Building Upgrades	Add Alternate #1. Building Energy Assessment, Energy Audits, & Building Upgrades

Figure 1 - Workflow between technical work and stakeholder and community outreach



Task 1. Project Administration & Collaboration

Task 1.1 Project Start-up Meeting

Our Sacramento-based project management team – project director Josh Lathan and project manager Shelley Jiang – will organize an in-person kickoff meeting with the City to discuss project goals and timeline, request initial data, and review communication protocols. Following the kickoff meeting, we will provide the City with a detailed project schedule, including anticipated deliverable dates and review periods.

DELIVERABLES

- Organize and facilitate one (1) one-hour in-person project team kickoff meeting, including meeting agenda and minutes (i.e., bulleted email summary of decisions and next steps) (Final; PDF)
- Project schedule, including milestones and deliverable review periods (Final; Excel and PDF).

ASSUMPTIONS

- We have planned for an in-person kickoff meeting but can adjust based on City preferences.
- Up to four (4) AECOM staff will participate in the kickoff meeting.

Task 1.2 Goal Setting

Following the project start-up meeting, we will develop a draft project vision, goals, and objectives, which can be shared with the public and other stakeholders when engagement activities begin. This will be a living set of goals and objectives that can be revisited and revised as technical analysis is completed, such as the GHG inventory and climate vulnerability assessment. These draft statements will help guide early phases of the project, such as the action identification process, and will be finalized as part of the PCAP development phase.

DELIVERABLES

- Project vision, goals, and objectives (Draft and Final; PDF).

Task 1.3 Project Administration

Our project management team will host regular project check-in meetings with the City team for the duration of the project. We propose virtual bi-weekly check-in meetings that include the AECOM and City project management teams, with participation from task leads or other subject matter experts, as needed. These meetings will be an opportunity to review and coordinate progress on deliverables, discuss technical questions, debrief on community and stakeholder outreach,

and discuss next steps. Throughout the duration of the project, the AECOM team will be available for calls and emails to promptly discuss project items as they occur.

DELIVERABLES

- Host virtual bi-weekly project check-in meetings, including meeting agendas and minutes; up to 56 meetings for the project duration.

ASSUMPTIONS

- Project check-in meetings are 30-minute virtual meetings that include AECOM Project Manager, with other staff included on an as-needed basis.

Task 1.4 Quarterly Collaboration Meetings

In addition to regular project administration meetings that will help keep the overall project on track (see Task 1.3), we anticipate the need for periodic meetings with the City project team and other partners throughout the duration of the project.

These meetings can be useful for:

- reviewing interim deliverables,
- sharing updates on overall project progress and upcoming activities, and
- soliciting input when choosing from multiple options for the technical approach.

Participants in these meetings are likely to include the Climate Action Plan Advisory Committee, inter-agency department staff, and municipal partners within the MSA region and are referred to as Project Collaborators in this scope of work. We reference specific instances of review and input from these groups throughout the project tasks where collaboration opportunities are already known, including review and discussion of:

- initial climate action ideas,
- draft GHG targets and quantified action results,
- climate vulnerability assessment results,
- action prioritization,
- review of PCAP and Final Plan reports, and
- Status Report approach and results.

To establish a cohesive working relationship, we propose quarterly in-person sessions for the two-year PCAP and CCAAP development timeframe, with meetings to include the groups listed above and the AECOM and City project teams, with participation from Little Manila Rising to be determined by the City. We will develop meeting agendas and provide review materials in advance of these sessions, along with meeting minutes summarizing decisions.

DELIVERABLES

- Project collaboration meeting agendas, discussion review materials, and meeting minutes (Final; Word, PDF, and/or Excel).

ASSUMPTIONS

- Up to two (2) AECOM staff will attend eight (8) in-person collaboration meetings.
- The City will secure a meeting location for quarterly in-person project collaboration meetings.

Task 2. Baseline Assessment

AECOM will review and evaluate the City's existing plans, policies, and resources to understand the history and context of climate action in Stockton and inform CCAAP action development. We will summarize results within a simple matrix that includes columns for each climate hazard to be evaluated in the climate vulnerability assessment and GHG emissions type to be included in the City's inventory. This structure will allow us to identify climate areas that have previously or are currently being addressed, policy and program gaps, new opportunities, and existing actions that can be enhanced.

The baseline review will include a variety of sources, such as:

- Primary City plans and studies related to climate action, including:
 - City of Stockton 2014 CAP,
 - General Plan,
 - 2008 Settlement Agreement,
 - cultural resources studies, and
 - other relevant City documents
- Primary plans developed by regional agencies that can influence Stockton's climate planning approach:
 - San Joaquin Council of Governments (SJCOG) 2022 Regional Transportation Plan and Sustainable Communities Strategy.
- City staff input to qualitatively evaluate prior City actions related to GHG reductions, including:
 - garbage truck operations,
 - organic waste processing,
 - wastewater treatment and upgrades at the regional wastewater control facility,
 - solar light installations,
 - economic development



As part of a resilience project for Dumbarton Bridge, AECOM worked with local CBOs to hold a multi-week capacity-building and training workshop for residents in East Palo Alto.

AECOM will confirm a list of resources to be reviewed with the City team prior to developing the baseline assessment. Building from our experience in developing other PCAPs, we will also develop a brief Project Intake Form (PIF) to identify implementation-ready climate actions in the region for which program funding is the primary remaining barrier. We will distribute the PIF via the project collaboration meetings in Task 1 and to local CBOs via Little Manila Rising. Feedback on the PIF will partially inform the list of CCAAP actions.

DELIVERABLES

- Policy and program review matrix (Draft and Final; Excel).
- Project intake form (Final; Word).

ASSUMPTIONS

- City and Little Manila Rising teams will follow-up with PIF recipients to collect completed forms.

Task 3. Stakeholder & Community Engagement

Community and stakeholder engagement are critical to the successful development and implementation of the CCAAP, as effective GHG reduction measures require collective action across multiple sectors and communities, while resilience must be addressed on a community-wide basis. The City of Stockton has demonstrated its commitment to equity by partnering with Little Manila Rising to develop a thoughtful, community-led outreach process. AECOM is excited to work side by side with Little Manila Rising to understand community feedback on priorities, needs, and vulnerabilities to inform the CCAAP process.

The City is home to two of the most disadvantaged communities in California, making it vital that they are part of an inclusive, accessible outreach effort. AECOM will work closely with the City and Little Manila Rising to develop equity-centered outreach efforts to foster broad community involvement and reduce barriers to participation for communities that have historically been excluded from decision-making and planning processes.

To address these challenges, we propose employing a range of methods tailored to community members' preferences. AECOM will work collaboratively with the project team to understand agency and community priorities, build broad-based support for climate action (both mitigation and adaptation), and integrate key feedback to improve outcomes for communities. Throughout the process, we will coordinate with the City, Little Manila Rising, and other Project Collaborators to guide outreach efforts. Based on our recent community engagement experience in the region and our

current work with SMAQMD, we recognize this is a unique opportunity to:

- Build public awareness of climate change, existing regional initiatives and leadership, and the CCAAP process;
- Enhance collaborative partnerships among the City, regional governments and agencies, residents, local organizations, and businesses; and
- Listen to, learn from, and integrate valuable community input and feedback.

Task 3.1 Community Engagement Plan

AECOM will work closely with Little Manila Rising and the City of Stockton to develop and implement a Community Engagement Plan (CEP) tailored to the conditions and characteristics of Stockton and the broader MSA region. As part of the plan development, AECOM will hold three (3) virtual meetings with the City and Little Manila Rising to devise a tailored approach to community and stakeholder outreach during the CCAAP development process. The CEP will identify key stakeholders to be engaged; goals and purpose of outreach; types of activities; a timeline; and tactics to increase participation, especially of vulnerable and disadvantaged communities. Based on recommended best practices to go to the community, where possible, the CEP will also identify existing community events, meetings, festivals, and other activities at which the project team can conduct pop-ups or provide engaging presentations, such as the:

- Ripon Almond Blossom Festival,
- Stockton's Chinese and Cambodian New Year Celebrations,
- San Joaquin Asparagus Festival,
- Stockton Cinco de Mayo Family Festival,
- Lodi Street Faire,
- Linden Cherry Festival,
- San Joaquin County Fair,
- Stockton's Concerts in the Park series,
- Stockton Black Family Day Culture Fest, and
- Manteca Pumpkin Fair.

By going to the community, we aim to engage a more diverse range of participants than those who typically attend public workshops and open houses. We will revisit the CEP twice during the course of the project and revise based on engagement event outcomes and experiences, community feedback, and feedback from the City and Little Manila Rising. Anticipated points of revision could be 1) in fall 2024, after initial round of outreach to support PCAP development; and 2) in summer 2025 to support CCAAP outreach.

In collaboration with project partners, AECOM will also develop communication materials and marketing tactics to increase meeting attendance, public participation, and



Pop-up stand for the City of Long Beach Climate Action and Adaptation Plan (CAAP).

robust community engagement toward the City's community participation goals, as noted in the RFP. Materials will focus on increasing participation from under-served and disadvantaged communities as well as the general public, and media engagement, such as press releases.

DELIVERABLES

- Community Engagement Plan (Draft Word).
- Three press releases at key project milestones, specifically 1) project inception; 2) PCAP release; and 3) CCAAP release (Draft and Final; Word and PDF).
- Engagement and marketing materials (e.g., social media messages and graphics, flyers, and posters) for up to two (2) community workshops, and ten (10) events and meetings.

ASSUMPTIONS

- Three planning meetings for the Community Engagement Plan will be held virtually.
- City and Little Manila Rising will have three rounds of review for the CEP (one for initial creation and one for each update), and all comments will be consolidated in a single document with conflicting comments resolved.
- The City or Little Manila Rising will arrange for translation of communication materials.

Task 3.2 Community Workshops

Traditional in-person workshops remain important for those that wish to participate more deeply and will be used to complement other engagement approaches. Community workshops should:

- help stakeholders feel heard,
- let stakeholders feel like owners of their own plan,
- collect meaningful data, and
- use this data to create compelling data-driven communications.

We propose two community workshops during the PCAP and CCAAP development timeline, with community climate surveys acting as online extensions of each workshop (see Task 3.3). We will schedule the workshops to align with points in plan development where community input is most valuable, which could include:

- **PCAP Workshop:** Sharing results of the GHG inventory and projection analysis and climate vulnerability assessment, and soliciting input on climate action ideas and preferences, and action evaluation criteria to inform the benefits analysis and action prioritization later in the project.
- **CCAAP Workshop:** Discussing benefits analysis results from the PCAP, prioritizing climate action implementation phasing, and identifying implementation opportunities and challenges to inform implementation plan development.



Community outreach for the City of Long Beach CAAP.

AECOM will develop draft workshop agendas and materials for review with the City team, including workshop objectives, format, breakout station boards, and facilitator guides. We will provide workshop summary notes following each event. Up to four AECOM team members will attend each workshop.

DELIVERABLES

- Meeting materials for two (2) workshops, including agendas, objectives, presentations, breakout station boards, facilitator guides, and summary notes (Draft and Final; PDF, PPT).
- Staffing by up to four (4) members of the AECOM team at two (2) in-person workshops, as described above.

ASSUMPTIONS

- City and/or Little Manila Rising staff will co-facilitate workshops
- City team will secure meeting venue, provide refreshments, and manage public workshop noticing

Task 3.3 Community Climate Action Surveys

AECOM will develop two (2) community climate surveys that replicate the engagement aspects of the two in-person community workshops (see Task 3.2):

- Survey One will focus on GHG reduction and adaptation action preferences and prioritization criteria, and
- Survey Two will focus on climate action priorities and implementation approaches.

We used this workshop / survey pairing successfully during PCAP development for the El Paso MSA where surveys were offered in English and Spanish. Surveys will aim to be succinct and accessible, while seeking key feedback from community members. They will be translated into up to four (4) languages to be determined with the City and Little Manila Rising.

AECOM will partner with Little Manila Rising to reach a broad, inclusive audience for the surveys, including distribution

both online, via a social media campaign, and on paper at community workshops, events, and meetings. The survey outcomes will inform the project team's understanding of climate strategies that are likely to be supported by community members, as well as key resident priorities and concerns.

DELIVERABLES

- Development and analysis of two (2) community climate surveys (Draft and Final).

ASSUMPTIONS

- City will provide one round of review per survey and a single set of consolidated and adjudicated comments.
- City team and/or Little Manila Rising will arrange for survey translation.

Task 3.4 Community Meetings and Events

Based on outreach best practices and our extensive project experience, AECOM proposes to enhance engagement opportunities from the community workshops and climate surveys by going to the community and attending existing events and meetings, where possible. We believe this can reach a wider number of community members, who may have too many demands on their time and resources to attend a dedicated meeting.

Informed by the CEP and Little Manila Rising, AECOM will select a diverse range of existing events and meetings to present or table at, bringing the project to an array of Stockton area communities. These can include farmers markets, community festivals (e.g., regional agricultural festivals, community cultural events, Stockton Concerts in the Park series, San Joaquin County Fair), neighborhood association meetings, and other convenings within the MSA, encompassing communities in urban, agricultural, and rural areas. Where possible, AECOM will aim to attend events and meetings hosted by CBOs serving disadvantaged communities.

We expect community meetings and events in this task to primarily align with the PCAP and CCAAP development phases, and engagement materials will be developed to solicit feedback accordingly. At these events, we propose to collect feedback on preferred GHG reduction and adaptation strategies, co-benefits, and impacts on low-income and disadvantaged communities through the climate surveys where timing aligns (see Task 3.3) or interactive activities and games to draw out input on community preferences and priorities. We will develop two (2) mini-presentations (one PCAP focused, one CCAAP focused) that can be delivered at standing meetings for CBOs or other groups. We will also develop a more generalized set of engagement materials that can be used for broader information sharing at community events and meetings that do not align directly with community input collection periods for project deliverables.

AECOM also proposes up to two (2) community meetings held in conjunction with Stockton CBOs, such as Little Manila Rising, El Concilio, Stockton Mobility Collective, the Catholic Diocese of Stockton, Black Urban Farmers Association, and the Reinvent South Stockton Coalition. These meetings are distinct from the community workshops described in Task 3.2 and will aim to be integrated with an existing meeting or event held by these organizations to increase value for community members. Following best practices, events will provide translation/interpretation and refreshments and be hosted in locations familiar to and accessible by community members. Additionally, to support continued participation and engagement with local CBOs, we propose that the City directly compensates organizations for their valuable time and insights. Based on our research, the average stipend for CBO participation in northern California is approximately \$125/hr.

DELIVERABLES

- Engagement materials in up to four (4) languages, including two presentations and two project informational flyers (Draft and Final; PPT and PDF).
- Attendance at up to eight (8) pop-up events and meetings throughout the Stockton MSA.
- Attendance at up to two (2) community meetings hosted with Stockton CBOs.
- Outreach activity summary (Draft and Final; Word and PDF).

ASSUMPTIONS

- Staffing by up to two (2) AECOM staff at up to ten (10) in-person events and meetings.
- City team and/or Little Manila Rising will arrange for translation of engagement materials.
- City will provide one round of review for engagement materials and the outreach activity summary; and will provide a single set of consolidated and adjudicated comments.



Stakeholders participating in an interactive cascading consequences exercise as part of a climate preparedness training.

Task 3.5 Stakeholder Interviews

AECOM will hold a series of interviews and focus groups with residents and other stakeholders to inform the PCAP, CCAAP, and climate vulnerability assessment. The interviews will focus on specific topics to inform plan development and allow our team to dig deeper with local input. The interviews can build upon the community workshops, surveys, and meetings and events described in prior tasks by filling gaps in terms of topics covered and voices heard. These interviews will allow stakeholders to share their lived experiences, perspectives on opportunities and challenges of reducing GHG emissions and adapting to climate change, and recommendations to increase co-benefits for LIDAC communities, including economic and workforce development.

AECOM is experienced with holding CBO focus groups to understand community needs and priorities specifically around CPRG strategies and climate vulnerabilities for the Southern California Association of Governments and understands the importance of translating technical information in a way that is accessible to the broader public.

We will work with Little Manila Rising and the City to identify a list of stakeholders for interviews, including:

- **Resident and community-focused groups**

- residents
- youth
- schools
- environmental and social justice groups
- urban farmers
- food co-ops
- public health groups
- other key community groups

- **Key City departments**

- Public Works
- Municipal Utilities
- Community Development

- **Key agency partners**

- Escalon
- Lathrop
- Lodi
- Manteca
- Ripon
- Tracy
- Unincorporated San Joaquin County

- **Regional agencies**

- San Joaquin Council of Governments
- San Joaquin Valley Air Pollution Control District
- San Joaquin Area Flood Control Agency

- **Other key stakeholders**

- FEMA
- the Regional Climate Collaborative
- business groups

Interviews will be scheduled individually or in a focus group format, depending on the audience. For example, residents and homeowners may feel most comfortable discussing their perspectives in a focus group setting. Focus groups will be organized by topic area (e.g., flooding; green workforce development; home decarbonization).

DELIVERABLES

- Interview guides (Draft and Final; PDF).
- Summaries of key takeaways for up to twenty (20) interviews and focus groups (Draft and Final; Word and PDF).

ASSUMPTIONS

- All interviews and focus groups will be conducted virtually by up to two (2) AECOM staff.
- City will provide one round of review for interview guides and summaries of key takeaways, and will provide a single set of consolidated and adjudicated comments.

Task 3.6 Website Development

AECOM will build a CCAAP project website that keeps the public informed and engaged during plan development. The website will provide a portal where the public can find project information, respond to the community climate action surveys, view event announcements, read public drafts, and provide comments. Based on a recent example working with St. Louis County on its 2050 Equitable and Sustainable Comprehensive Plan, we propose developing a website through the City's ArcGIS Online account.

Our team will propose a website structure and collect design guidelines (including color palettes) and photos from the City to prepare draft website layout examples for review with the City team. In preparation for website design, we will meet with the City's communications and/or IT team to discuss branding concepts (e.g., preferred fonts, color palette, city photos, language/grammar style, etc.) and technical considerations. Following the meeting, we will develop a draft website outline for the City's review. Following confirmation of the website outline, we will develop a draft website for the City team's review and will incorporate one consolidated set of comments to produce the full website. Throughout the project timeline, we will confirm with the City team what new materials or information AECOM should publish through website updates, such as notices for upcoming engagement events, project schedule and milestone revisions, and/or new document uploads for public review.



News and Updates

Stay tuned for the most recent news and updates about STLCO 2050.



[Website](#) for the St. Louis County 2050 Comprehensive Plan.

DELIVERABLES

- One (1) design and communications review meeting (virtual) with City Communications and/or IT team
- Draft website outline.
- Draft and final website.
- Updates to website, as needed.

ASSUMPTIONS

- City will provide branding guidelines (e.g., fonts, color palette, images, logos, language/grammar style, etc.).
- City will host CCAAP website on its existing website/webpage and infrastructure.
- AECOM will build CCAAP website using City's existing ArcGIS Online (Esri) account.
- City of Stockton will be responsible for ArcGIS Online costs.
- City will maintain or close CCAAP website following project completion.
- City will provide one consolidated set of comments on the draft website outline and draft website.

Task 4. Climate Vulnerability & Risk Assessment

Through this task, AECOM will evaluate projected climate change and its resulting impacts on the Stockton region, with a focus on the City's communities, buildings, infrastructure, natural areas, and operations.

Task 4.1 Review of Local Climate Projections

AECOM will identify climate hazards most relevant to the Stockton region based on a desktop literature review, community engagement, stakeholder feedback, and input from City staff. This list will likely include extreme heat, extreme precipitation, inland flooding, wildfire and associated air quality impacts, and drought.

AECOM will develop summaries for each climate hazard, describing current conditions and projected changes by mid-century (2050) and end-of-century (2100) for the high emissions scenarios (RCP 8.5). Climate projections will come from Cal-Adapt (California's Fourth Climate Change Assessment data) or, if available at the time this task is initiated, California's Fifth Climate Change Assessment.

Climate hazard summaries will be provided at a regional level for the MSA; however, the vulnerability assessment will focus on the City of Stockton. Given the coarse spatial resolution of downscaled General Circulation Model outputs available through Cal-Adapt, it is unlikely the data will show substantial variability across the City for projected changes to temperature or precipitation patterns. More specifically, while temperatures are not expected to vary across the city, exposure to extreme heat will vary based on the urban heat island (UHI) effect, due to local variations in urban tree canopy cover and land uses (e.g., the amount of paved surfaces). Similarly, exposure to flooding will vary throughout the City. Stockton has experienced flooding in the past that could be intensified by more extreme storms and historic underinvestment in flood protection infrastructure. Thus, AECOM recognizes that it will be critical to account for local factors such as the UHI effect, topography, and social vulnerability, through the use of CalEPA's Urban Heat Island Index as an overlay of extreme heat projections and FEMA flood hazard maps. AECOM will develop exposure results and summaries for key future climate hazards for use in the vulnerability assessment (Task 4.2).

DELIVERABLES

- Memorandum summarizing local projections for each climate hazard for mid-century and end-of-century timeframes and one scenario (RCP 8.5) (Draft and Final, Word and PDF).

ASSUMPTIONS

- The AECOM team will rely on the validity of readily available resources such as published literature and data and projections available from Cal-Adapt.
- The City will provide one round of review for the memo, and will provide a single set of consolidated and adjudicated comments.

Task 4.2 Vulnerability Assessment

AECOM will conduct a vulnerability assessment to identify elements of the City's infrastructure, communities, and natural areas most vulnerable to the climate hazards identified in Task 4.1. These results will guide and inform strategy development.

Vulnerability to a given climate hazard is a function of **exposure** (whether the asset is located in an area that will be impacted) and **sensitivity** (degree to which an asset may be affected if exposed). **Adaptive capacity** (the ability of an asset to make changes to mitigate potential damage) will be used to adjust sensitivity ratings.

$$\text{Vulnerability} = \text{Exposure} \times \text{Sensitivity}$$

Assets

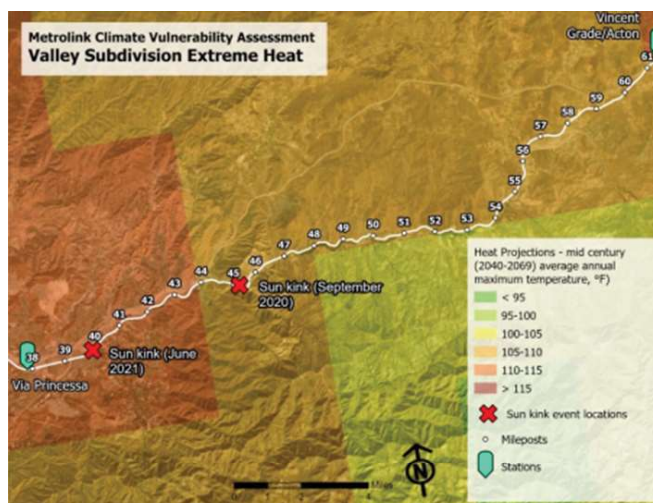
The team will request data from the City to identify key assets included in the vulnerability assessment. Example asset types for the City of Stockton fall into three general categories: physical assets and infrastructure, natural systems, and communities, shown in the table below.

Category	Asset Type	
Physical Assets	Transportation	Local roads and highways, public transit, bike routes, and pedestrian paths
	Critical Buildings	Community facilities (schools, senior centers), hospitals, clinics, emergency response services
	Critical Infrastructure	Electric utilities, pump stations, stormwater infrastructure
Natural Systems	Wetlands, parks, urban forest	
Communities	Disadvantaged communities and vulnerable populations	

The City and stakeholders will provide feedback to confirm that relevant asset types are included, and to identify any critical assets where failure or damage would lead to severe consequences for the City and its communities.

Vulnerable and Disadvantaged Communities

AECOM will conduct an in-depth analysis to identify the benefits and tradeoffs of various social vulnerability indices commonly used to identify disadvantaged communities, including CalEnviroScreen 4.0 (CES); California Healthy Places Index (HPI); Climate Change & Health Vulnerability Indicators for California (CCHVI); Access and Functional Needs (AFN) Web Map; and the Social Vulnerability Scores from the Federal Emergency Management Agency's (FEMA) National Risk Index. AECOM will select up to three of these tools to identify



Asset Type	Hazard							
	SLR + Storm Surge	Riverine Flooding	Extreme Heat	Wildfire	Landslides/Mudslides	Drought	Seismic	Electrical Outages
Track	Medium	Medium	Medium	Low	High	Low	Medium	None
Bridges	Low to High	Low to High	Low	Medium to High	High	Low	Low to High	None
Tunnels	n/a	Medium	None	Low	Medium	Low	High	Medium
Culverts	Low to Medium	Low to Medium	None	Low	High	Low	Medium	None
Signals	Medium	Medium	Low	High	Medium	Low	Medium	Medium
Communications	Low	Medium	Low	Medium to High	High	Low	Medium	Medium
Stations	Medium	Medium	Low to High	Medium	High	Low	Low to Medium	Low
Facilities	n/a	High	Low to High	Low to Medium	High	Low	Low to High	Low to High

Metrolink Climate Vulnerability Assessment and Sensitivity Matrix.

vulnerable communities based on those that most closely align with the goals and objectives of the City of Stockton and the CCAAP.

Sensitivity and Adaptive Capacity

To assess the sensitivity of physical assets and natural systems, a matrix will be developed for each asset or system type documenting its sensitivity to each climate hazard. Qualitative sensitivity ratings (high, moderate, or low) will be developed.

Sensitivity for human populations varies depending on socio-economic characteristics, which will be captured in the social vulnerability indices. Sensitivity to each climate-related disruptor varies based on certain attributes of vulnerable populations (i.e. people with respiratory diseases are more sensitive to wildfire smoke). To facilitate relevant and actionable analysis, sensitivity data will be evaluated at the block group scale for the entire Stockton MSA.

AECOM will draw on knowledge from previous projects and desktop research to identify socioeconomic characteristics that can heighten the sensitivity of populations to a given hazard. To the extent possible, AECOM will use data from the social vulnerability indices previously identified. For instance, a census tract with a high percentage of low-income

households will be more sensitive to extreme heat due to reduced access to adequate air conditioning.

Adaptive capacity for each asset type will be reviewed with the City and used to adjust sensitivity ratings. For example, a senior center that can be upgraded with air-conditioning and cool roofs will have higher adaptive capacity, and thus lower sensitivity, to extreme heat than an outdoor bike and pedestrian path; communities without vehicle access will have lower adaptive capacities, and thus higher sensitivities, to climate hazards.

Vulnerability Assessment Results

As the final step in the vulnerability assessment, sensitivity scores and climate exposures (as assessed in Task 4.1) will be combined to arrive at vulnerability scores for Stockton's physical assets and communities. Key vulnerabilities will be summarized, and the most vulnerable assets and communities will be prioritized for strategy development.

DELIVERABLES

- Brief memorandum summarizing the benefits and tradeoffs of various social vulnerability indices (Draft and Final; Word and PDF).
- Memorandum summarizing asset sensitivities, adaptive capacities, and vulnerability assessment results, including the most vulnerable assets and communities (Draft and Final, Word and PDF).

ASSUMPTIONS

- The City will provide geospatial data for assets selected for inclusion in the vulnerability assessment.
- AECOM will leverage publicly available datasets as the basis to assess climate exposures and social vulnerability.
- AECOM will rely on the accuracy of City-provided and publicly available datasets.
- The City will provide one round of deliverable review, and will provide a single set of consolidated and adjudicated comments.

Task 4.3 Risk Assessment

AECOM will evaluate previous hazard occurrences and the results of the vulnerability assessment to assess the likely impacts of each hazard on critical infrastructure, communities, housing, mobile homes, and other assets identified as important by community members. To assess risk, the likelihood of a major hazard (e.g., a severe flood or extended heat wave) will be combined with impact (consequence) to identify the highest risk hazards. The outcomes of the risk assessment will inform and guide strategy development.

DELIVERABLES

- Summary of hazard impacts on critical infrastructure, communities, housing, and mobile homes (Draft and Final; Word and PDF).
- Risk matrix for severe hazards (Draft and Final; Excel).

ASSUMPTIONS

- The City will provide one round of deliverables review, and will provide a single set of consolidated and adjudicated comments.

Task 4.4 Adaptation Strategy Development

AECOM will draw upon best practices, industry standards, and research to develop adaptation measures for the most vulnerable assets and communities. The strategies will be informed by community and stakeholder feedback described in Task 3, vulnerability assessment findings, City input, and our prior experience developing climate adaptation strategies. AECOM will develop a total of 20 high-level preliminary adaptation strategies, which will be evaluated for prioritization in Task 8. The prioritized strategies will be further refined through the development of implementation actions.

DELIVERABLES

- 20 preliminary adaptation strategies (Draft; Excel).

Task 5. GHG Inventory, Emissions Projections & Measures

AECOM will develop GHG inventories for the City of Stockton and broader MSA-region, from which we will develop near- and long-term GHG emissions projections and reduction targets. We understand the CPRG guidance allowed lead agencies to develop a high-level inventory for PCAP purposes, which would then be updated as an economy-wide inventory during the CCAP phase. To maximize project resources, we propose developing the required economy-wide GHG inventory during the PCAP phase of this project. Leveraging our GHG emissions modeling experience, we will provide the City with a nuanced understanding of potential emissions reduction scenarios, allowing for informed decision-making when identifying priority GHG reduction measures.

Task 5.1 GHG Inventory Development

AECOM will develop a community-wide GHG inventory for the City of Stockton and an MSA-wide inventory that covers unincorporated San Joaquin County and the cities of Escalon, Lodi, Lathrop, Manteca, Ripon, and Tracy. We recommend following an inventory protocol tailored to community emissions inventory development, such as the US Community Protocol or the Global Protocol for Community-

VMT ANALYSIS METHODS

Fehr & Peers will coordinate with the City team to discuss travel demand model options for estimating city-wide and MSA region-wide VMT as an input to the project's GHG inventories and projections. VMT for the CCAAP scenario years will be forecast by interpolating or extrapolating between the model's base year and future year. VMT estimates will be based on the Origin-Destination (O-D) method, and two types of VMT will be calculated:

1. **Full accounting of all VMT generated by the jurisdictions.** This VMT is a network-based estimation or forecast that includes total VMT that has at least one end of the origin or destination (OD) within the study area accounting for the entire length of travel. In other words, this VMT includes trips that are internal to the study area (II), originate in the study area and end outside the study area (IX), and trips that originate outside the study area and end within the study area (XI). The reported VMT will be disaggregated into the following specific metrics:
 - a. II, IX, and XI VMT and by vehicle types as identified by the model
 - b. Total VMT by Speed Bin and by vehicle types as identified by the model
2. **Proportional accounting of VMT generated by study area.** This method proportions the VMT generated by the study area according to the location of the trip start and end locations. In other words, II trips (those that start and end in the City) are assigned as 100% to the City while the IX and XI trips are assigned as 50% responsibility. The reported VMT is disaggregated into the following specific metrics:

- a. II, IX, and XI VMT and by vehicle types as identified by the model
- b. Total VMT by Speed Bin and by vehicle types as identified by the model

Fehr & Peers will also develop VMT efficiency metrics (home-based VMT per capita and home-based work VMT per worker) using the methodologies described in the City of Stockton Transportation Impact Analysis Guidelines. VMT efficiency metrics will be used to help quantify VMT reductions strategies that may only apply to specific types of VMT.

Finally, Fehr & Peers will use the VMT+ tool¹ to review the VMT per capita results from the model.

Replica Validation: Fehr & Peers will use Replica Data to review the travel pattern of the City of Stockton and the Stockton MSA. Replica is a nationwide activity-based travel demand model with detail down to the census block group and local street level. Replica combines multiple datasets to represent activities and travel behavior for baseline conditions.² Replica can help answer other transportation-related questions such as O-D travel patterns, specific roadway usage, II, IX, and XI travel, and VMT.

This data will be used to review the model outputs for consistency. If needed, this data will be used to perform up to two iterations of base year model calibration and validation. This will help improve model performance and remove model bias.

¹ VMT+ is an open-source tool developed by Fehr & Peers that provides a combination of resources to review VMT per capita data at the Census Block Group (CBG) level throughout California. This tool uses StreetLight data to estimate VMT. <https://storymaps.arcgis.com/stories/e9fb17d33a2c4d60a6747071be3d5b4a>

² <https://www.replicahq.com/>

Scale Greenhouse Gas Emission Inventories (GPC) and will discuss options with the City team at the start of this task. Based on these protocols and consistent with the CPRG program requirements, the inventory will be organized into sectors including:

- Building energy (e.g., electricity, natural gas)
- On-road transportation
- Off-road transportation
- Water energy
- Wastewater
- Solid waste
- Industrial sources
- Forest & trees

We will develop a data collection tracker that identifies data needed and the potential and final data sources, which can serve as a guidance document for future inventory development. To the extent possible, we will collect publicly available data to streamline the inventory development process consistent with the expected timeline in the RFP and to facilitate aspects of the Status Report process per Task 11. In instances where we propose data be collected from external agencies (e.g., utility companies, SJCOG), AECOM will develop data request emails for the City team to send and will refer technical questions back to AECOM. As part of the data collection process, our teaming partner Fehr & Peers will coordinate with the City to review options for different travel demand models for estimating vehicle miles traveled (VMT). VMT estimates and forecasts will

include the vehicle travel associated with residents, workers, students, visitors, etc. engaged in activities that begin and end in the City of Stockton or the Stockton MSA. See call-out box **VMT Analysis Methods** for further details on Fehr & Peers' travel modeling approach. Results of this analysis will be documented in an Excel spreadsheet and brief memo describing the VMT analysis methodology.

We anticipate the inventories will be developed for calendar year 2022, pending data availability. We will develop the inventories in a custom Excel workbook that the City can update or expand upon for future inventories. The GHG workbook will be expanded to include the emissions projections results described in sub-task 5.2. Our team is also experienced in using ICLEI's ClearPath calculator to develop community GHG inventories (and projections) if the City has an ICLEI membership and would prefer that delivery method.

Task 5.2 GHG Emissions Projections

Based on the community-wide and MSA-wide GHG inventories, AECOM will develop GHG emissions projections for the near- and long-term (e.g., 2030 and 2050), aligning with Stockton's preferred GHG target years and consistent with the emissions projection approach in the City's 2014 CAP. Emissions will be projected under two scenarios – a "business-as-usual" scenario will show how emissions could change if no additional action is taken to curtail their growth, and an "adjusted business-as-usual" scenario will consider the potential impacts of primary regulations and programs. Projections will be made by sector, such as transportation and buildings.

To understand the future impact of the current regulatory environment on GHG emissions, we will collect information on primary state and/or federal regulations, such as California's Renewables Portfolio Standard or the federal Corporate Average Fuel Economy standards. We will limit regulatory considerations to those expected to be successfully implemented with a high degree of certainty (e.g., based on prior progress, existing implementation frameworks, etc.) to keep the forecasting scenario reasonably conservative for emissions analysis purposes.

In developing the GHG forecasts, we will collect growth indicators that are related to emissions activity in the GHG inventory, such as city and regional population and employment growth. We will also collect emissions forecasting inputs and assumptions from key regional partners, such as SJCOG. Forecasts for future VMT will be estimated using the same methodology as described in the VMT Analysis Methods call-out box and combined with vehicle emissions factors collected from the California Air Resources Board EMFAC emissions model. We will develop an emissions forecasting data needs list that identifies the growth indicators needed and assigns responsibility for

collection. Upon collecting the growth indicators, AECOM will develop emissions forecasts within the GHG inventory workbook to be used later in the GHG reduction scenario analysis.

Task 5.3 GHG Reduction Targets

Through this sub-task we will facilitate discussions with the City project team as part of the project's bi-weekly check-in meetings to establish economy-wide GHG reduction targets for the near- and long-term timeframes. Target setting discussions are often iterative and informed by the action development process, which will happen in parallel, to understand the City's and region's GHG reduction potential in each target year. We understand the targets must fit within the context of – and contribute to the achievement of – the state's GHG reduction goals. In addition to economy-wide targets, we will work with the City to develop goals for priority sectors such as building energy and mobile sources. These goals will be 'softer' targets based on the City's GHG reduction pathway described in Task 5.4 and can be used to support future policy and program development. We will develop a draft GHG targets memo based on City team and community input, and will review with the City in a virtual meeting.

As the project progresses and the set of action priorities comes into sharper focus, we will revisit the target context to adjust, as needed, and finalize the CCAAP targets. We will document the target discussions in a simple memorandum, including a draft near- and long-term target statement for review and confirmation with the project team, as well as recommendations for sector-specific GHG goals. We will share draft targets with the Project Collaborators and document discussion comments and recommended revisions within a final memo, parts of which can be included in the CCAAP.

Task 5.4 GHG Reduction Pathway and Initial Action Identification

Using our GHG reduction scenario model, our team will define a high-level pathway to achieve the City's draft GHG targets based on a set of strategies aligned with GHG emissions sources included in the inventory. Examples of strategies include:

- Improve non-residential building energy efficiency
- Electrify existing residential building appliances and equipment
- Reduce total vehicle miles traveled from passenger vehicles

Each strategy can be quantified to estimate its total GHG reduction potential based on implementation assumptions; a cumulative package of strategies represents a GHG reduction pathway for comparison against different GHG

targets. Implementation factors will influence the reduction pathway's feasibility (e.g., will existing building decarbonization be achieved through a local mandate or with a voluntary/incentive-based approach?).

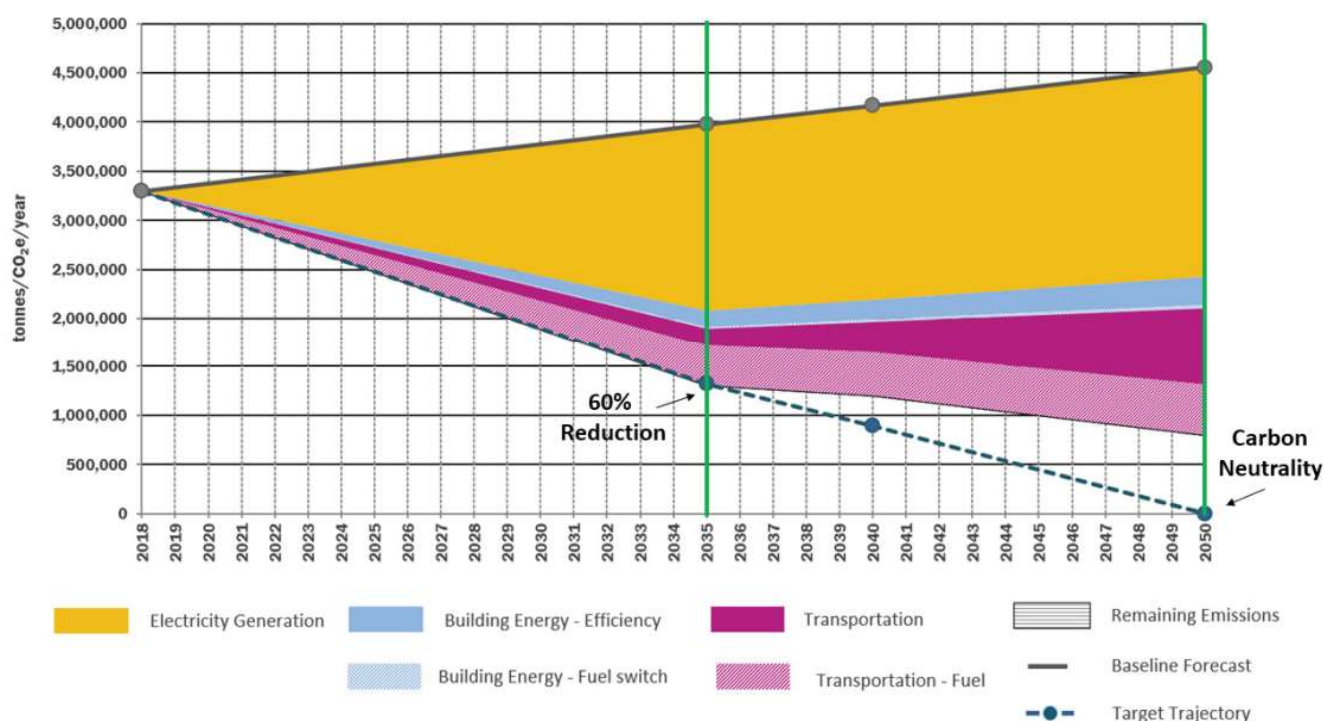
We will facilitate a virtual one-hour meeting with the City team to review the draft reduction pathway results and underlying assumptions and to discuss high-level action gaps, barriers, and solutions to inform the action development phase. During the meeting, we will also discuss results of the Task 2 Baseline Assessment with the City team and identify the primary departments that are likely to be responsible for new action implementation. We will incorporate the outcomes of this meeting to revise the GHG strategies, from which the CCAAP's draft actions will be defined.

AECOM will then develop an initial draft list of GHG reduction actions (up to 40) that contribute to the GHG reduction strategies. The initial list will be informed from the Task 2 Baseline Assessment matrix and can include actions that other cities have implemented or proposed, novel action ideas, and/or ideas from the City team and stakeholder and community outreach process. AECOM will organize the draft list of actions by the City departments that will lead action implementation. As part of this process, our partners Fehr & Peers will review the current Transit Plan that was developed for the 2014 CAP. This review will assess the goals and strategies of the Plan to determine their alignment with established best practices and identify the areas for improvement. Recommendations will be made to update the plan as it relates to VMT- and transit-related best management practices for consideration in the

draft action list.

AECOM will facilitate up to two virtual two-hour City department meetings to review and finalize a working draft list of actions prior to community input, action quantification, and/or further analysis. During these meetings, we will review the draft actions with the City departments responsible for action implementation to develop a refined list of feasible draft actions. City departments will identify the actions they have already implemented or are planning to implement, actions that are infeasible due to barriers (legislative, authoritative, political, etc.), and actions they can and would want to implement. During these meetings, department participants will also help to identify mechanisms for action implementation (e.g., permit streamlining, zoning code amendments, development bonuses, permitting requirements, etc.).

Following these meetings, the working draft list of actions will be shared for community feedback through the engagement approaches outlined in Task 3, including a community workshop, a climate survey, community events, and stakeholder interviews. The action list will include a mix of long-term, higher-level GHG reduction actions needed to achieve the CCAAP's GHG reduction targets and a set of near-term, implementation-ready opportunities identified from the PIFs distributed in Task 2. Based on City staff and community input, an updated list of approximately 40 PCAP actions will be advanced for the additional analysis required in the CPRG program guidelines.



GHG Reduction Pathway for the City of Miami Climate Action Plan.

Task 5.5 Quantified GHG Reduction Measures

The AECOM team will identify the appropriate tools to quantify GHG reduction potential of the PCAP action list. There are a wide range of publicly available resources and tools that can quantify GHG emission reductions, with some supporting a high-level, holistic evaluation of GHG reduction potential across sectors (e.g., EPA's Avoided Emissions and Generation Tool [AVERT], GLIMPSE), and others focusing on sector-specific calculations (e.g., EPA's Travel Efficiency Assessment Method [TEAM], Energy Savings and Impacts Scenario Tool [ESIST]). Other resources, such as CalEEMod and the CAPCOA Handbook for Assessing GHG Emission Reductions, Climate Vulnerabilities, and Health and Equity (December 2021) will also be incorporated into the analysis. In evaluating impacts from transportation actions, our partners Fehr & Peers will estimate a range of percentage VMT reductions using the TDM+ tool, to the extent feasible. This tool is based on the CAPCOA handbook, which identifies numerous travel demand management (TDM) strategies and quantifies their potential VMT reduction capability. Given the geographic area of this effort, we anticipate that some strategies will be selected and evaluated only for the City of Stockton, while others may be regional in nature. If appropriate, Fehr & Peers will also perform up to two model runs for applicable mitigation measures such as land use reallocation or major roadway capacity changes to quantify VMT reduction for those strategies.

We understand it is unlikely that any single tool can quantify the full range of climate actions considered in the CCAAP, and our team will select and use appropriate tools based on the measures to be evaluated, including the Climate Action for Urban Sustainability (CURB) Tool that AECOM developed for the World Bank.

We recognize that the level of detail will vary among the selected actions, which will inform what information is needed to estimate GHG reductions. In some instances, we may be able to leverage GHG reduction estimates from prior climate plans in the region. Most quantification tools will require assumptions about efficacy of the proposed actions (e.g., equipment installed, action uptake) and applicable emission factors. Once we identify the appropriate tools, our approach will define a list of inputs, closely coordinate with the City to develop underlying assumptions for the identified measures, and review quantification results with the City and Project Collaborators. We will document the process of quantifying GHG reduction measures in a brief memo.

As part of this task, we will develop a GHG action summary matrix and populate it with the GHG reduction estimates expressed as metric tons of carbon dioxide equivalent per year (MTCO₂e/yr). This summary table will be expanded with outcomes from the other technical analyses described in Task 6.

DELIVERABLES

- GHG data collection matrix (Final, Excel).
- GHG data request emails for City to distribute (Final, Word or email).
- Emissions growth indicators data needs list (Final, Excel).
- VMT analysis results in Excel spreadsheet with brief memo documenting VMT methodology (Draft and Final; Excel, Word and PDF).
- GHG inventory and forecasts workbook (Draft and Final, Excel).
- GHG targets memo (Draft and Final; Word and PDF).
- List of up to 40 GHG reduction measures (Draft and Final; Word).
- GHG action summary matrix with PCAP actions and corresponding emission reductions (Draft and Final; Excel).
- Technical memo on GHG reduction quantification methodology (Draft and Final; Word and PDF).

ASSUMPTIONS

- GHG reduction pathway purpose is to provide directional guidance that informs CAP action development and is based on order-of-magnitude quantification estimates.
- AECOM will utilize existing tools and will not develop any for this effort.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Action TR.7. Strengthen regional transit

Lead City Department	Key Partners	Time Frame Planning: 0-4 years	Time Frame Implementation: 18 years	Staff Support Required	Municipal Capital Cost	GHG Reduction	Climate Hazards Addressed	Co-Benefits
PWET CMO: Sustainability	Unitrans YCTD SacRT Amtrak							

GHG Reduction Potential: 2030: 1,800 MT CO₂e/yr 2040: 1,700 MT CO₂e/yr

Coordinate with regional transit agencies and cities to promote cohesive transit interconnections, including express buses to Woodland, West Sacramento, Sacramento, etc.

Example GHG Reduction Measure that includes an estimate of the quantified GHG reduction potential.

Task 6. Benefit and Impacts Analysis

This task includes three mandatory CPRG program elements that will be evaluated for the plan's GHG reduction measures, including benefit analysis, LIDAC benefit analysis, and workforce planning analysis. Our team has developed several multi-criteria evaluation frameworks to support climate action prioritization discussions and will leverage this experience in approaching the action benefit analyses in this task to set up a multi-criteria prioritization process in Task 8.

Per CPRG guidance, we generally anticipate evaluating the LIDAC benefits as part of the PCAP deliverable and then incorporating the community benefits analysis and workforce planning analysis in the CCAAP phase. We also propose including a broader assessment of action benefits in the PCAP phase to support community engagement discussions described in Task 3.

Task 6.1 Benefits Analysis

In conducting the EPA-required benefits analysis, we will leverage existing tools to efficiently quantify reductions of key co-pollutants (e.g., PM2.5, NOx, SO2, VOCs) and establish a framework for qualitatively evaluating other climate action impacts, including costs and savings.

We will use the EPA's National Emissions Inventory (NEI) to develop the CPRG-required co-pollutant emissions base year inventory. We propose using a combination of the NEI, the City of Stockton and/or SJCOG travel demand models, and other resources, such as regional growth assumptions, to develop the co-pollutant business-as-usual projection against which the CCAAP estimated reductions can be compared. We will then use a combination of action impact analysis tools, as discussed in Task 5.5, to develop a replicable and transparent framework for quantifying co-pollutant reductions from the GHG reduction measures. For example, co-pollutant analysis for some measures can be quantified directly in the AVERT tool, while others could be calculated through a two-step process using the ESIST tool and then AVERT and/or Co-Benefits Risk Assessment Health Impacts Screening and Mapping tool (COBRA) for co-pollutant and public health impacts analysis, respectively.

We will supplement the co-pollutant reduction analysis with a qualitative evaluation of other climate action benefits. These can relate to topic areas such as: changes in public health outcomes (e.g., potential for reduced respiratory diseases and/or decreases in morbidity and/or mortality rates through air quality improvements or active transportation opportunities), level of stakeholder engagement, increased resilience (e.g., avoided physical damages), job and workforce development, and spending considerations, such as upfront costs and

lifecycle savings, among others to be reviewed with the City. To evaluate impacts related to household spending, we will leverage our recent work with the City of Davis analyzing the cost-effectiveness of various GHG mitigation measures, as well as our work with The Climate Center and City of San José, which consider lifecycle costs and savings. If there are significant benefits or disbenefits that may extend beyond the region, these will also be documented qualitatively.

We will solicit input from the City, Project Collaborators, and community members on priority action benefits that should be used to evaluate action impacts. Community input will be solicited at the first community workshop and climate survey (see Task 3). We will define a list of up to ten community benefits to be qualitatively evaluated and will combine it with the draft GHG actions and emissions reductions developed in Task 5. For each draft GHG action, we will provide a brief qualitative statement about the benefits that action provides relative to the selected benefits. This information will be used later in the action prioritization process (see Task 8).

DELIVERABLES

- Co-pollutant base year inventory and forecast (Draft and Final; Excel).
- Benefit analysis matrix with co-pollutant reduction estimates for each GHG reduction and other climate action benefits (Draft and Final; Excel).
- Technical memo outlining methodology and assumptions for co-pollutant reduction estimates and benefit analysis (Draft and Final; Word and PDF).

ASSUMPTIONS

- Up to ten (10) benefit criteria will be selected.
- The benefits analysis will use publicly available data and reports.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 6.2 Low Income / Disadvantaged Communities Benefits Analysis

As a region that is home to many underserved and disadvantaged communities, understanding the impacts of different emissions reduction strategies on these communities is especially important in the Stockton MSA. In accordance with CPRG guidelines, AECOM will use tools such as the Climate and Economic Justice Screening Tool (CEJST) and the Environmental Justice Screening and Mapping Tool (EJScreen), CDC's Social Vulnerability Index (SVI), and American Community Survey (ACS) data on poverty and other demographic variables to identify LIDACs. AECOM is conscious that these data sources do not provide a complete picture of community needs and may not accurately reflect specific populations such as undocumented immigrants.

To make the analysis as comprehensive and relevant as possible for disadvantaged communities, the AECOM team will supplement the quantitative analysis with input from stakeholders and ongoing feedback from the public and stakeholder engagement strategies in Task 3.

Like Task 6.1 and in accordance with the CPRG guidelines, the AECOM team will assess how GHG reduction measures benefit LIDACs across the full MSA. To the extent that specific location data are available, we will map GHG reduction measures to determine which fall within identified LIDACs and quantitatively assess likely GHG emissions and co-pollutant reductions. For measures without location data, we will qualitatively assess the expected direct and indirect benefits associated with the GHG reduction measures. We will also assess the proportion of benefits expected to accrue in the identified LIDACs compared to the total benefits resulting from the GHG reduction measures.

We will solicit input from the City, Project Collaborators, and community members on priority action benefits that should be used to evaluate action impacts in LIDACs. Evaluation criteria could include GHG reduction benefits as well as benefits to human welfare across various sectors, such as the economy (including jobs), buildings, energy use, transportation and land use, waste generation, water consumption, wastewater treatment, urban forestry, high global warming potential GHGs, and off-road vehicles. Community input will be solicited at the first community workshop and climate survey (see Task 3). We will define a list of up to ten (10) LIDAC benefits to be qualitatively evaluated, which could include the same criteria selected in Task 6.1. For each draft GHG action, we will provide a brief qualitative statement about the direct and/or indirect benefits that action provides to LIDACs. This information will be used later in the action prioritization process (see Task 8).

Stakeholder and community engagement will be critical for ground truthing this analysis, which will in turn support the action prioritization process in Task 8. As part of Final Plan Development (Task 10), AECOM will update the LIDAC benefits analysis to reflect new data or considerations.

DELIVERABLES

- Table listing LIDACs identified in Stockton MSA (Draft and Final; Word).
- LIDAC benefit analysis matrix with GHG and co-pollutant reduction estimates, as available (Draft and Final; Excel).
- Technical memo summarizing the analyses, including identification of LIDACs in the MSA, qualitative matrix evaluating benefits to LIDACs (including maps, if relevant), summary of outreach and engagement in LIDACs (Draft and Final; Word and PDF).

ASSUMPTIONS

- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 6.3 Workforce Planning Analysis

AECOM has led several studies related to labor vulnerability and workforce development planning as it relates to preparing for a decarbonized future. Based on the measures identified in the CCAAP, AECOM will identify industries and occupations that will be in high demand to implement GHG reduction actions. We will evaluate current and projected occupational growth to identify where growth is expected, where decline is expected, where there may be gaps in labor supply, the quality of the jobs created, and the specific skillsets that will be needed.

Building off previous studies to be confirmed by AECOM and City team, AECOM will conduct targeted research and analysis to identify workforce needs, opportunities, and challenges, particularly as they relate to the “green transition.” We will also conduct a landscape analysis of existing workforce development agencies, trade associations, unions, and local educational institutions that provide training and upskilling programs, with a particular focus on those that support jobs that are expected to be impacted by the “green transition.” We will conduct up to five (5) one-hour virtual interviews with these programs to understand challenges and opportunities related to capacity, curriculum development, and partnerships.

DELIVERABLES

- Workforce development assessment memo (Draft and Final; Word and PDF).
- Interview guide (Draft and Final; PDF).

ASSUMPTIONS

- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 6.4 Analysis of Intersection with Other Funding Availability

Based on the CPRG's CCAP requirements, AECOM will investigate sources of funding from federal and state agencies that can potentially support the proposed GHG reduction measures, especially grants and loans made available through the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA). The Department of Energy, Department of Transportation, and EPA offer many promising grant programs aligned with sustainable transit-oriented development, decarbonization of buildings and the electric

grid, electric vehicle adoption, and renewable energy. The team will also examine how recurring sources of federal funding available to the City and partner jurisdictions, such as the Community Development Block Grant (CDBG), the Community Services Block Grant (CSBG), and multiple transportation formula funds, may be able to support GHG reduction measures. Emissions reductions measures with multiple potential funding sources will be noted.

DELIVERABLES

- Technical memo describing applicable funding sources for the CCAAP's proposed GHG reduction measures (Draft and Final; Word and PDF).

ASSUMPTIONS

- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 6.5 Review Authority to Implement Actions

Successful implementation of the CCAAP actions will require coordination across regional, sub-regional, and local levels of government and identification of statutory and regulatory barriers across the region. To efficiently analyze authority to implement across jurisdictions, AECOM will first classify actions by type (e.g., building code updates, education and outreach initiatives, planning/zoning requirements, renewable energy investments, etc.). AECOM will then develop a matrix of intervention categories and any statutory or regulatory gaps at the state and local government level. To populate the matrix, we will incorporate information from other published PCAPs, review previous plans and studies that identify barriers, and incorporate input from the City team. Results from the authority analysis will be incorporated into the draft action summary matrix (Task 8.1) and the review process and results will be summarized in the CCAAP document.

DELIVERABLES

- Matrix for each action identifying its action type, intervention category, statutory or regulatory gap, and implementation authority evaluation (Draft and Final; Excel)

Task 7. Draft Plan Development (Priority Climate Action Plan)

The AECOM team will develop the PCAP using non-technical and approachable language accessible for residents with varying levels of knowledge around climate action. The PCAP will summarize the community engagement process and

technical planning work completed to date related to GHG emissions and climate vulnerability, with technical memos developed for prior tasks included as appendices.

We anticipate the PCAP will serve as the initial draft of the CCAAP and will include all content to be presented in the Final CCAAP, excluding the Action Implementation Plans, which will be developed after the PCAP's initial nine-month timeframe. The PCAP will describe the:

- Planning process overview and alignment with other City of Stockton plans;
- Community engagement process and outcomes;
- Greenhouse gas inventory, projections, and targets;
- Climate vulnerability assessment outcomes;
- Action development process and draft climate actions; and
- Action impacts, including GHG reductions, and results from the community and LIDAC benefits analyses, workforce planning analysis, and review of authority to implement.

AECOM will develop an annotated PCAP outline for the City project team review and comment prior to developing the full PCAP document. We will provide an internal PCAP draft to the City project team for review, discussion, and refinement prior to releasing a public-ready PCAP deliverable. We envision the PCAP as an interim deliverable on the path toward the final CCAAP. As such, it will be developed in a simple Word layout and shared publicly on the CCAAP website to support community engagement discussions during the CCAAP development phase, though we do not anticipate this to be a formal 30-day public review period.

We anticipate the City team may want consultant support in presenting the PCAP or Public Review Draft CCAAP to City Council for initial comments prior to the Final CCAAP adoption hearing. AECOM will attend one City Council meeting, and will be prepared to support the City project team in presenting the PCAP or draft version of the CCAAP, as needed. This could include developing a PowerPoint slide deck, delivering a short project presentation, and/or answering Council's technical questions.

DELIVERABLES

- PCAP annotated outline (Draft and Final; Word).
- PCAP written in user-friendly, non-technical language, with technical appendices (Draft and Final; Word and PDF).
- City Council meeting project slide deck (Draft and Final; PPT).



Action Selection and Prioritization (ASAP) tool illustrating co-benefits performance.

ASSUMPTIONS

- The PCAP will be laid out in MS Word with light graphic formatting to facilitate easier review and editing before the CCAAP is finalized in Task 10.
- Action Implementation Roadmaps will be developed in Task 9, following PCAP development, and will be included as a technical appendix in the Final CCAAP.
- The PCAP will be shared on the CCAAP website but would not include a formal 30-day comment period; the Public Review Draft CCAAP would include a formal comment period to be defined with the City team.
- Up to two (2) AECOM team members will join an in-person City Council meeting.
- City staff will prepare the City Council meeting packets.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Our team has developed several multi-criteria evaluation frameworks to support climate action prioritization, including the [Action Selection and Prioritization \(ASAP\) tool](#) developed for C40 Cities, a recent project with the Tennessee Department of Transportation to support its federally mandated Carbon Reduction Strategy, and adaptation projects including the City of Davis CAAP. We will leverage these examples in developing a customized action prioritization approach for Stockton.

Task 8.1 Develop Consolidated Set of Climate Actions

AECOM will incorporate outcomes of the preceding action identification and impact analyses from Tasks 4-6 into an action summary matrix. GHG reduction and adaptation actions will be listed separately, with actions shown as rows and pertinent information provided in columns, such as emissions sector or climate hazard addressed, GHG and co-pollutant reductions, benefits, LIDAC benefits, workforce impacts, authority to implement (see Task 6.5), and other action evaluation criteria selected (see Task 8.2).

Task 8. Action Prioritization

This task consolidates technical analysis from previous tasks into a set of draft climate actions and their corresponding benefit and impact analyses. Two prioritization processes will then occur on this set of draft climate actions:

- Community Action Implementation Priorities:** a prioritization process will be conducted to develop a community-defined implementation phasing approach that provides guidance to the City on which actions should be pursued immediately and which can follow along later.
- Implementation Plan Priorities:** a prioritization process will be conducted with City staff and other regional partners to select a sub-set of climate actions for which implementation plans will be developed.

Task 8.2 Community Action Prioritization

AECOM will facilitate a multi-criteria evaluation process to support the City and community in balancing different considerations when selecting priorities for climate action implementation. We will work with the City and community members through the stakeholder engagement activities described in Task 3 to define a list of prioritization criteria against which the list of climate actions will be evaluated.

These criteria could include measure benefit and implementation aspects, such as GHG reductions, climate risk reduction, benefits to LIDACs (informed by Task 6.2), cost-effectiveness, and funding availability. Criteria can also be selected to reflect other community priorities

identified through the first climate survey and workshop and other engagement activities. Evaluation criteria may differ between GHG reduction and adaptation actions; adaptation evaluation criteria could include asset vulnerability, presence of disadvantaged or low-income communities, or potential to achieve other co-benefits (e.g., access to recreation, public health, etc.).

We will incorporate the selected evaluation criteria into the action summary matrix developed in Task 8.1 and will qualitatively evaluate the draft list of actions against the selected criteria. We will review initial outcomes with the City project team before sharing publicly at the second community workshop (see Task 3) to collect input on how residents want to see actions prioritized for implementation phasing into immediate, medium-, and longer-term opportunities. The results of these community discussions will be incorporated into the final CCAAP document.

Task 8.3 Implementation Plan Prioritization

AECOM will facilitate a meeting with City staff and other relevant regional partners to select 20 actions [e.g., 14 mitigation and six (6) adaptation] for implementation plan development described in Task 9. The actions selected will not necessarily align with the community action prioritization list in Task 8.2; implementation plans are best suited for more challenging actions where City staff need additional support in defining an implementation process.

DELIVERABLES

- CCAAP action summary matrix (Draft and Final; Excel).
- Community climate action implementation priorities (Final; Word).
- Implementation plan prioritization list with 20 actions (Final; Word).

ASSUMPTIONS

- Action prioritization matrix will include up to ten (10) evaluation criteria.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 9. Implementation Plan Development

Climate action and adaptation plans can sometimes be critiqued for failing to provide enough detail on proposed actions to enable implementation. We are a team that is driven by a collective goal to see climate action planning efforts become a reality.

AECOM will collaborate with the City project team to develop

a common implementation roadmap template that we will populate for the 20 actions [e.g., 14 mitigation and six (6) adaptation] identified in Task 8.3. Based on our recent experience, the template would likely include project attributes such as:

- implementation time frame,
- lead implementor and supporting partners,
- implementation steps,
- operational considerations,
- regulatory requirements,
- high level cost estimate ranges,
- intersection with funding opportunities, and
- metrics to track progress.

AECOM will facilitate up to six (6) one-hour working meetings with City department staff, regional partners, and others as needed, to complete the draft roadmaps. We will provide the full set of roadmaps to the City team and Project Collaborators for review and will incorporate one consolidated and adjudicated set of comments into the final roadmaps that can be included as an appendix to the Final CCAAP.

DELIVERABLES

- Implementation roadmap template for 20 prioritized actions (Draft and Final; Word).
- 20 completed implementation roadmaps (Draft and Final; Word and PDF).

ASSUMPTIONS

- City staff input will be needed to complete the implementation roadmaps; AECOM will facilitate discussions with City department staff and other stakeholders through up to six (6) one-hour virtual meetings.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Task 10. Final Plan Development

Task 10.1 Public Review Draft CCAAP

Based on the City project team review of the PCAP, AECOM will incorporate one consolidated and adjudicated set of City comments to develop the Public Review Draft CCAAP. We will provide a web-ready PDF of the Public Review Draft to publish on the CCAAP website and anticipate a 30-day public review period. We will provide a simple CCAAP review comment form for the City to provide with the Public Review Draft to facilitate and standardize the commenting process. We anticipate the City project team will review and adjudicate public comments received into a consolidated set of revisions for AECOM to incorporate into the Draft Final CCAAP. Our team will facilitate

a virtual meeting with the City project team to resolve public comments that might require further internal discussion and will summarize outcomes in a brief memo.

During the public comment period, AECOM will facilitate a two-hour virtual meeting with the Project Collaborators to hear and discuss their comments on the draft plan. Following the meeting, we will submit a short summary of the plan revisions we heard from Project Collaborators to the City project team for its review and confirmation.

Task 10.2 Draft Final CCAAP

AECOM will incorporate public review comments into a Draft Final CCAAP for City project team review prior to moving the document into graphic layout. We will meet with the City team and the Project Collaborators to discuss each group's final consolidated set of revisions to the plan.

Task 10.3 Final CCAAP

AECOM will incorporate Draft Final plan comments into the Final CCAAP and move the document into InDesign for graphic layout; alternatively, we can make graphic improvements to the plan in a Word file format. The Final plan will be well-organized for easy navigation and graphically rich, incorporating use of photographs, infographics, and well-designed charts and figures to tell Stockton's climate action planning story.

AECOM will attend the City Council adoption hearing for the Final CCAAP and will be prepared to support the City project team in presenting the final plan, as needed. This could include developing a PowerPoint slide deck, delivering a short project presentation, and/or answering Council's technical questions.

Task 10.4 Final CCAAP Launch Event

Following City Council adoption of the Final CCAAP, AECOM will participate in a public CCAAP launch event organized by the City and its non-profit partners. The event will be a public celebration to informally review the Final CCAAP and kickoff plan implementation. We anticipate the CCAAP will have ample opportunity for community-led action to advance the City's ambitious climate actions, and this event can be useful to begin defining a framework for City-community collaboration moving forward. AECOM will join two (2) virtual event brainstorming meetings with the City project team and non-profit partners to define the overall event structure and discuss ways to solicit input from participants on future implementation collaboration opportunities.

DELIVERABLES

- Public Review Draft CCAAP as web-ready PDF document (Final; Word and PDF).
- CCAAP review comment form (Draft and Final; Word).
- Summary of Climate Action Plan Advisory Committee Public Review Draft comments (Final; Word).
- Draft Final CCAAP (Final; Word and PDF).
- Final CCAAP (Final; INDD or Word and PDF).
- City Council adoption hearing project slide deck (Draft and Final; PPT).

ASSUMPTIONS

- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.
- Public Review Draft CCAAP and CCAAP review comment form will be posted on CCAAP website for 30-day review period.
- City will review and adjudicate public comments into one consolidated set of revisions for the Draft Final CCAAP.
- City team will provide a photo library or zip file with images from Stockton to be incorporated throughout the Final CCAAP document.
- City will perform CEQA review for CCAAP.
- AECOM will participate in up to two (2) virtual CCAAP launch event brainstorming discussions with City and non-profit partner teams with up to two (2) team members.
- Up to two (2) AECOM team members will attend the City Council adoption hearing and will attend the in-person CCAAP launch event.
- City staff will prepare the City Council meeting packets.



An example of a report designed by AECOM.

Task 11. Status Report

AECOM will develop a draft Status Report template for review and revision with the City project team. The Status Report template can be used to provide regular and consistent updates to community members, City Council, and other partners on how Stockton is progressing on its climate actions. Based on the agreed upon template, we will develop up to two (2) Status Reports during the project performance period with timing to be confirmed with the City project team.

We anticipate the Status Report will be organized to provide updates on CCAAP action implementation, and will provide analysis and updates of the following topics:

- Qualitative implementation status description of GHG reduction and climate adaptation measures,
- Changes in GHG inventory activity data, as available (e.g., electricity and natural gas use, community vehicle miles traveled, solid waste disposed),
- High-level outline of next steps and future budget and staffing needs to continue action implementation.

In developing the Status Reports for this project, AECOM will host virtual interviews with City and agency staff responsible for action implementation and collect the newest available activity data related to GHG inventory emissions sources.

DELIVERABLES

- Status Report template (Draft and Final; Word).
- Status Report #1 (Draft and Final; Word and web-ready PDF).
- City Council meeting slide deck summarizing Status Report #1 (Draft and Final; PPT).
- Status Report #2 (Draft and Final; Word and web-ready PDF).
- City Council meeting slide deck summarizing Status Report #2 (Draft and Final; PPT).

ASSUMPTIONS

- City staff will prepare the City Council meeting packets.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

results. Based on the RFP published March 20, 2024, task language, we propose ASHRAE Level 2 audits for the Tier 1 and Tier 2 facilities identified. Our team has recently delivered ASHRAE Level 2 audits for the County of Santa Clara, Los Angeles Community College District, and San Diego Gas and Electric.

We will develop ASHRAE Level 2 energy audits to identify energy saving opportunities from energy efficiency, electrification, and grid interactivity retrofits, which can result in energy performance and operational savings from assets including HVAC systems and equipment, lighting and control systems, and building envelopes.

Based on our recent experience, including with the Western Riverside Council of Governments, we recommend that the City also consider evaluating energy resilience opportunities to support sustainment of critical operations and would be happy to discuss the benefits and approach to this additional analysis as part of finalizing the scope of work for this task.

AECOM team members will perform on-site energy audits of each facility and will summarize audit results in a memo that outlines the potential energy savings opportunities from energy efficiency improvements. The memo will include technical and financial information to help City staff evaluate opportunities identified.

DELIVERABLES

- Written report following standard ASHRAE Level 2 energy audit guidelines (Draft and Final; PDF).

ASSUMPTIONS

- AECOM will follow ASHRAE Standard 211 for Commercial Energy Audits
- Maximum of one-day (1) site visit for every two (2) buildings to be audited, with a total of 27 individual buildings to be included; we assume audits for the Arnold Rue and Van Buskirk community centers will include the Arnold Rue and Van Buskirk micro-libraries included within the respective community centers.
- Cost estimates will be Rough Order of Magnitude and based on AACE level 5.
- Energy savings will be estimated using Microsoft Excel-based calculators.
- AECOM will rely on accuracy of data provided by the City.
- Fee is based on assumption of 450,000 total square feet of facility space to be audited; fee will be finalized following confirmation of total square footage of facilities to be audited.
- The City will provide one round of review on draft deliverables, and will provide a single set of consolidated and adjudicated comments.

Optional Task 1: Building Energy Assessments, Energy Audits, & Building Upgrades

AECOM's High Performance Buildings + Communities team is experienced in performing building energy audits and making energy efficiency improvement recommendations from audit

CCAAP Workplan & Preliminary Project Timeline		2024							2025												2026												2027			
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Activity		Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Task 1	Project Administration & Collaboration		SU	★			★			★			★			★			★			★			★											
Task 2	Baseline Assessment																																			
Task 3	Stakeholder & Community Engagement																																			
	Engagement Plan																																			
	Meetings / Events / Interviews																																			
	Community Workshops and Climate Action Surveys																																			
Task 4	Climate Vulnerability & Risk Assessment																																			
Task 5	GHG Inventory, Emissions Projections, & Measures																																			
Task 6	Benefits & Impact Analysis																																			
Task 7	Draft Plan (PCAP) Development																																			
Task 8	Action Prioritization																																			
Task 9	Implementation Plan Development																																			
Task 10	Final Plan Development																																			
Task 11	Status Report																																			
Optional Task 1	Building Energy Assessment, Energy Audits, & Building Upgrades																																			

EXHIBIT 1
Exhibit F

Key

SU	Start-up Meeting
★	Project Collaborator's Meeting
PR	Public Review Draft Plan
DF	Draft Final Plan
F	Final Plan



City of Stockton

Legislation Text

File #: 24-0693, Version: 1

ADOPT A RESOLUTION AUTHORIZING A REIMBURSEMENT AGREEMENT WITH H. D. ARNAIZ CORPORATION FOR DESIGN, CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND PROJECT MANAGEMENT SERVICES FOR THE NORTHEAST STOCKTON WATER TRANSMISSION MAIN

RECOMMENDATION

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

1. Authorize a reimbursement agreement with H. D. Arnaiz Corporation, Inc. in the estimated amount of \$15,817,379.38 for design, construction, construction management, and project management services for the Northeast Stockton Water Transmission Main (Exhibit 1 to the Resolution).
2. Authorize the reappropriation of \$7,299,000 from the capital project West, East and South Bear Creek Oversizing Reimbursements (UH21001) to the Cannery Park Water Transmission Reimbursement Project (UH24003).

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

Summary

The City of Stockton North Water System planned expansion will accommodate the development of industrial, commercial, and residential property, and the need for increased fire suppression water supplies in northeast Stockton. A reimbursement agreement with H. D. Arnaiz Corporation will provide the most expeditious method to complete the design, construction, and installation of improvements to the North Water System (Improvements).

The amount for design services shall not exceed \$650,000 and will be reimbursed in accordance with the Public Facilities Fee Program. The total reimbursement amount, including design services, is estimated to be \$15,817,379.38.

Once the Plans and Specifications are approved and a selected contractor has been identified through a competitive bidding process, the developer may proceed with the construction and installation of the Improvements.

DISCUSSION

Background

The City of Stockton Water Master Plan Update was adopted by the City Council on February 23, 2021. The Water Master Plan Update identified, in part, large water transmission pipelines necessary to support the growth of industrial, commercial, and residential development in northeast Stockton.

The current project mostly consists of the construction of a 24-inch water transmission main along West Lane between Bear Creek and Eight Mile Road; a 24-inch water transmission main along Eight Mile Road between West Lane and the State Route 99 West Frontage Road; and a 24-inch water transmission main along the State Route 99 West Frontage Road between Eight Mile Road and PFC Jesse Mizener Street (see Attachment A). The construction of the Improvements will provide the necessary potable and fire suppression water supplies for future industrial, commercial, and residential development projects in northeast Stockton.

The H. D. Arnaiz Corporation (the “Developer”) is requesting reimbursement in accordance with the Public Facilities Fee Program. The City Council adopted Resolution No. 2019-10-08-1104 entitled Public Facilities Fee Program Administrative Guidelines (“Guidelines”) specify when a developer is eligible for a credit or reimbursement of public facilities fees. The City has identified the installation of the Improvements as included in the Public Facilities Fee Program, and thus the cost of the design, construction, and installation of the improvements are eligible for reimbursement pursuant to the Public Facilities Fee Program guidelines.

Present Situation

To expedite the expansion of the City of Stockton North Water System, the Improvements are proposed to be constructed in a design-bid-build arrangement through a reimbursement agreement with the Developer. The Developer has the knowledge and experience necessary to prepare plans and specifications for the design, construction, and installation of the waterline.

Once the City Council approves the reimbursement agreement, the Developer will provide for the design of the Improvements. The amount for design services shall not exceed \$650,000.

Following the Director of Municipal Utilities (“Director”) approval of the Plans and Specifications, the Developer shall solicit a minimum of three competitive proposals (the “Proposals”) from construction companies experienced with pipeline and well construction, for the construction and installation of the Improvements. The Developer will provide copies of the Proposals to the Director.

After a comprehensive review of the Proposals by the Developer and consultation with the Director, the Developer shall select a construction company (the “Selected Contractor”) to negotiate final costs and contractual terms and conditions.

Once the Plans and Specifications are approved by the Director, and the Selected Contractor has been identified, the Director is authorized to direct the Developer to proceed with the construction and installation of the Improvements.

After the Notice to Proceed has been issued by the Director, the Developer shall contract with the Selected Contractor for the construction and installation of the Improvements. The Selected Contractor shall furnish the City with original certificates for Commercial General Liability, Commercial Business Automobile Policy, Worker's Compensation Insurance, and Builder's Risk Insurance in the amounts specified and approved by City. The Selected Contractor shall include City and Developer as additional insured under the insurance policies referenced above.

The Developer requests reimbursement of actual costs incurred for services including design, construction, construction management, and project management. The City has identified the project costs as eligible for reimbursement pursuant to the Public Facilities Fee Program guidelines.

The Total Estimated Reimbursement amount can be summarized as follows:

Site Preparation	\$348,375.00
Water System	\$8,931,550.00
Street Work	\$1,227,700.00
Miscellaneous	\$620,000.00
Contingency (20%)	\$2,225,525.00
Plan Check Fee (4%)	\$445,105.00
Inspection Fee (4.5%)	\$500,743.13
Construction Management (3%)	\$333,828.75
Construction Staking	\$62,000.00
Project Bond (2% Premium)	\$222,552.50
Permitting/Observation	\$100,000.00
Permitting/CEQA	\$150,000.00
Total Construction Cost	\$15,167,379.38
Design Cost	\$650,000.00
Total Estimated Reimbursement	\$15,817,379.38

The Northeast Stockton Water Transmission Main Project is anticipated to be completed in the spring of 2026.

Local Employment Ordinance

The contract amount is over \$100,000 and subject to the City's Local Employment Ordinance (Stockton Municipal Code Section 3.68.095), which requires that "all City contracts for public works or improvements of the estimated value or City subsidy of \$100,000 or more shall contain provisions pursuant to which the contractor promises to make a good faith effort, with the assistance of local

labor union hiring halls or community organizations designated by the City to employ qualified individuals who are, and have been for one year prior to the effective date of the contract, residents of Stockton in sufficient numbers so that no less than 50 percent of the contractor's total construction workforce, including any subcontractor workforce, measured in labor work hours, is comprised of Stockton residents."

On July 26, 2016, the City Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over \$1 million that are bid after that date. The CWTA specifies several conditions that must be met by contractors and employers awarded public works or improvement contracts with the City of Stockton valued at \$1 million or more. CWTA requirements include, among other conditions, preconstruction conferences for coordination, recognition of union(s) as the sole bargaining representative, requirements for contractors and employers to use union referral systems, and apprentice programs to develop adequate numbers of competent workers, including that 50 percent of apprentices employed on the project are from Stockton or San Joaquin County. The CWTA will apply to this project because the estimated repair services cost is more than \$1 million.

Environmental Clearance

The proposed Reimbursement Agreement does not require additional environmental review from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), (General Rule/Common Sense Exemption) and pursuant to Section 15162 (Subsequent EIRs and Negative Declarations). Per Section 15061, the proposed monetary agreement involves defining the financial payments for construction work (waterlines) associated with the previously approved Tra Vigne Subdivision Project (SCH# 2016022061) and Cannery Park Mixed Use Project (SCH #2003042022) and will not result in a new project and/or physical change to the environment. Per Section 15162, construction work described in the financial agreement will not result in new construction or a change to the certified Environmental Impact Reports (EIR) associated with those projects. Therefore, no further environmental review is required pursuant to CEQA Sections Section 15061(b)(3), (General Rule/Common Sense Exemption) and pursuant to Section 15162 (Subsequent EIRs and Negative Declarations).

FINANCIAL SUMMARY

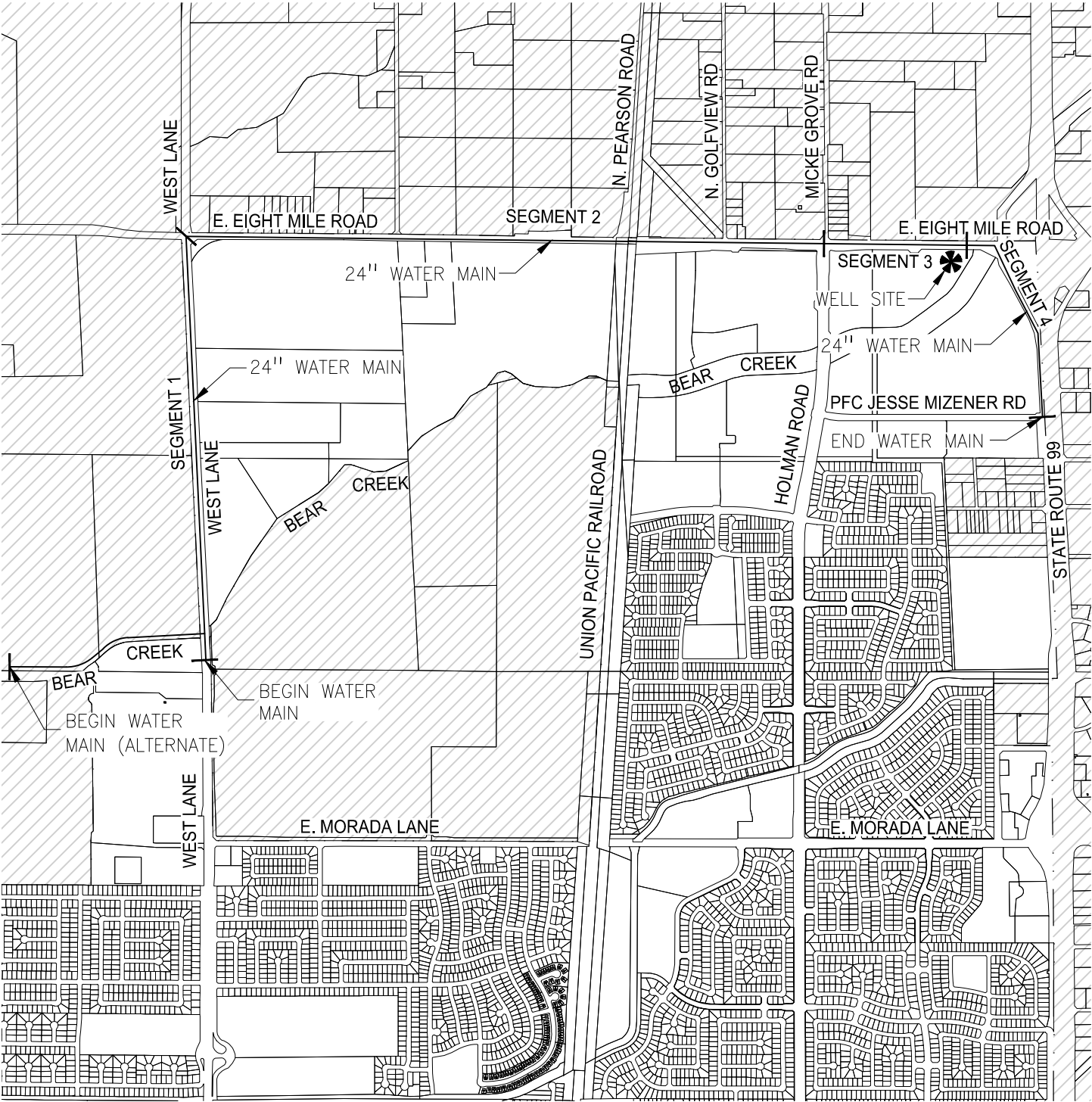
Funds will be reappropriated in the current fiscal year from the previously approved capital project West, East and South Bear Creek Oversizing Reimbursements (UH21001) to the Cannery Park Water Transmission Reimbursement Project (UH24003). The remaining funds will be budgeted in the upcoming FY 2024 - 2029 CIP.

PROJECT	Amount
UH24003 - Northeast Stockton Water Transmission Main	\$2,600,000.00
UH21001 - West, East and South Bear Creek Oversizing Reimbursements	\$7,299,000.00
Delta Water Supply Project Connection Fee Fund	\$5,918,379.38
TOTAL	\$15,817,379.38

Work described in project UH21001 will be completed as part of the Northeast Stockton Water Transmission Main, project UH24003. Staff recommends that the City Council approve the transfer of \$7,299,000 from project UH21001 to project UH24003, closing out project UH21001.

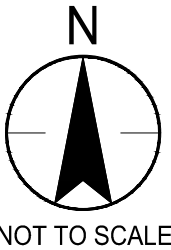
This action has no impact on the General Fund or any other unrestricted funds.

Attachment A- Project Map



LEGEND

- . . . — STOCKTON CITY LIMITS
- /// UNINCORPORATED (SAN JOAQUIN COUNTY)
- EXISTING PROPERTY LINE
- PROPOSED WATER MAIN
- ✱ FUTURE WELL SITE



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH H. D. ARNAIZ CORPORATION FOR DESIGN, CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND PROJECT MANAGEMENT SERVICES FOR THE NORTHEAST STOCKTON WATER TRANSMISSION MAIN PROJECT

To provide potable water for the planned development of industrial, commercial, and residential property, and the need for increased fire suppression water supply in northeast Stockton, the City North Water System needs to be expanded through the installation of the Northeast Stockton Water Transmission Main Project (the "Improvements"); and

To expedite the expansion of the North Water System, the Improvements are proposed to be constructed in a design-bid-build arrangement through a reimbursement agreement with H. D. Arnaiz Corporation in accordance with the Public Facilities Fee Program guidelines; and

H. D. Arnaiz Corporation is requesting reimbursement of actual costs incurred for design, construction, construction management, and project management services for the installation of the improvements; and

Upon approval of the plans and specifications for the construction and installation of the Improvements by the Director of Municipal Utilities, the H. D. Arnaiz Corporation will solicit a minimum of three proposals from construction companies experienced with the construction of large water transmission mains and well construction; and

After a comprehensive review of the Proposals by Developer and consultation with the Director, the Developer shall select a construction company (the "Selected Contractor") to negotiate final costs and contractual terms and conditions; and

Once the Selected Contractor has been identified, the Director is authorized to direct the Developer to proceed with the construction and installation of the Improvements; and

The City adopted Resolution 2019-10-08-1104, entitled Public Facilities Fee Program Administrative Guidelines (Guidelines) and all amendments thereto to date specify when a developer is eligible for a credit or reimbursement of public facilities fees; and

The City has identified the preparation of plans and specifications, and the construction and installation of the Improvements as included in the Public Facilities Fee

Program, thus the cost of preparing plans and specifications, and the construction of the Improvements are eligible for reimbursement pursuant to the Guidelines; now, therefore,

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

1. City Council hereby authorizes a reimbursement agreement with H. D. Arnaiz Corporation, Inc. in the estimated amount of \$15,817,379.38 for design, construction, construction management, and project management services for the Northeast Stockton Water Transmission Main.

2. The City Manager is hereby authorized and directed to execute the Northeast Stockton Water Transmission Main Reimbursement Agreement, attached hereto as Exhibit 1.

3. The City Manager or designee is hereby authorized to reappropriate \$7,299,000.00 from the capital project West, East and South Bear Creek Oversizing Reimbursements (UH21001) to the Cannery Park Water Transmission Reimbursement Project (UH24003).

4. The City Manager is authorized to take all necessary and appropriate steps to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

NORTHEAST STOCKTON WATER TRANSMISSION MAIN REIMBURSEMENT AGREEMENT

This Northeast Stockton Water Transmission Main Reimbursement Agreement (“Reimbursement Agreement”) is made and entered into on _____, 2024 by and between the City of Stockton, a municipal corporation, referred to as “CITY,” and H.D. Arnaiz Corporation, Inc., referred to as “DEVELOPER.”

RECITALS

The “Water Master Plan”, adopted by the City Council on February 23, 2021, contained certain recommended water system capital improvements; and

One of the capital improvements recommended in the Water Master Plan to improve water pressure and fire flow to northeast Stockton is the construction of approximately 17,600 lineal feet of new 24 inch diameter water transmission mains along West Lane between Bear Creek and Eight Mile Road, along Eight Mile Road between West Lane and the State Route 99 West Frontage Road, and along the State Route 99 West Frontage Road between Eight Mile Road and PFC Jesse Mizener Street as more fully set forth in Exhibit A; and

CITY desires to provide for the design and construction of the water transmission mains along West Lane between Bear Creek and Eight Mile Road, along Eight Mile Road between West Lane and the State Route 99 West Frontage Road, and along the State Route 99 West Frontage Road between Eight Mile Road and PFC Jesse Mizener Street (collectively the “Improvements”); and

CITY acknowledges that DEVELOPER has the knowledge and experience necessary to cause the preparation of plans and specifications for the design, construction, and installation of the Improvements consistent with review and approval by the Director of Municipal Utilities of CITY (the “Director”); and

CITY acknowledges that DEVELOPER has the expertise to perform construction management services for the construction and installation of the Improvements; and

DEVELOPER has agreed to design, construct and install, or cause the design, construction and installation of the Improvements consistent with Plans and Specifications to be approved by the Director of Municipal Utilities of CITY; and

DEVELOPER has engaged VVH Consulting Engineers as the Design Engineer (the “Engineer”) to conduct an alignment study, plans and specifications for the design of the Improvements at a cost “not to exceed” \$650,000 (the “Design Cost”); and

DEVELOPER has engaged the Engineer to prepare a cost estimate for the construction of the Improvements (the "Estimated Improvement Cost") as more fully set forth in Exhibit "B" where the Estimated Improvement Cost is \$11,127,625.00; and

CITY has agreed to reimburse DEVELOPER for costs incurred by DEVELOPER for the Design Cost, the Estimated Improvement Cost, plan check fees, inspection fees, construction management, construction staking, warranty bond, undercrossing permitting, and a reasonable amount for contingencies (collectively the "Total Estimated Reimbursement") as provided herein as \$15,817,379.38; and

CITY acknowledges that right-of-way may need to be acquired in the form of Fee Simple Title or Easement Deed; and

DEVELOPER has agreed, upon completion of the construction, installation of the Improvements, and reimbursement to DEVELOPER for costs incurred, to release and dedicate to CITY all right, title and interest of DEVELOPER in the Improvements; and

CITY has within its current approved budget the Water Capital Fund 6518-000-800007-600-605-00-65-000-000, which is intended to fund the costs of the design, construction, and installation of the Improvements; and

This Agreement is entered into pursuant to the provisions of the Subdivision Map Act of the State of California and the Stockton Municipal Code Chapter 16.72.210C to provide for the reimbursement to DEVELOPER for the costs of the design, construction and installation of the Improvements.

TERMS AND CONDITIONS

In consideration of these premises and the mutual promises contained herein, the parties hereto agree as follows:

1. **RECITALS:** Each of the parties hereto represents and warrants each to the other, that the above recitals are true and correct.

2. **PREPARATION AND APPROVAL OF PLANS AND SPECIFICATIONS AND COST ESTIMATE:** DEVELOPER shall cause to be prepared, through the Design Engineer, an alignment study, cost estimates, plans and specifications for the design, construction and installation of the Improvements (the "Plans and Specifications"). The Plans and Specifications will be prepared in accordance with the Standard Plans and Specifications of CITY and will be a biddable set of documents prepared in the same manner as those prepared for CITY construction projects. DEVELOPER shall obtain approval by all appropriate government

agencies and City Departments of the Plans and Specifications, including the approval of the Director.

Following the Director's approval of the Plans and Specifications, DEVELOPER shall solicit a minimum of three competitive proposals (the "Proposals"), from construction companies experienced with pipeline and well construction, for the construction and installation of the Improvements. DEVELOPER will provide copies of the Proposals to the Director.

After a comprehensive review of the Proposals by DEVELOPER and consultation with the Director, DEVELOPER shall select a construction company (the "Selected Contractor") to negotiate final costs and contractual terms and conditions.

Once the Plans and Specifications are approved by the Director, and the Selected Contractor has been identified, the Director is authorized to direct the DEVELOPER to proceed with the construction and installation of the Improvements.

After the Notice to Proceed has been issued by the Director, DEVELOPER shall contract with the Selected Contractor for the construction and installation of the Improvements. The Selected Contractor shall furnish the CITY with original certificates for Commercial General Liability, Commercial Business Automobile Policy, Worker's Compensation Insurance, and Builder's Risk Insurance in the amounts specified and approved by CITY. The Selected Contractor shall include CITY and DEVELOPER as additional insured under the insurance policies referred to above.

3. CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS: After receiving Notice to Proceed from the Director, DEVELOPER shall acquire all necessary permits and shall cause the construction and installation of the Improvements in compliance with the approved Plans and Specifications.

Construction of the Improvements shall be subject, at all reasonable times prior to their acceptance, to inspection by the Director and the City Engineer, which shall be accomplished in a timely manner.

4. ACCEPTANCE OF IMPROVEMENTS:

4.1 Record Drawings. DEVELOPER shall provide record drawings or other similar plans and specifications of the Improvements in a form reasonably acceptable to the Director, along with evidence satisfactory to the Director that all costs of the Improvements have been fully paid to the party or parties entitled to be paid for such costs and that all, if any, liens have been cleared or released. All warranties, guarantees or other evidence of contingent obligations of third persons

with respect to the Improvements shall be delivered to the Director prior to acceptance of the Improvements.

In the event that the Improvements or any portion of them do not substantially conform to the Plans and Specifications, or if any defects are not corrected within a reasonable time as requested by CITY, CITY shall have the authority to order the necessary work done and to recover the costs of such work as well as any costs of enforcing such obligation, including attorney fees, from DEVELOPER.

4.2 Acceptance. To be accepted by CITY under this Reimbursement Agreement, (1) the Improvements must be completed substantially in accordance with the Plans and Specifications, (2) the as-built plans submitted, all applicable Operations and Maintenance Manuals submitted, equipment testing completed, and all training shall be complete, (3) the Improvements must be in such condition that they are ready for use by CITY or by the public as reasonably determined by the Director. In addition, prior to CITY's acceptance of the Improvements, DEVELOPER shall provide to the Director a Final Invoice of all costs for reimbursement under this Reimbursement Agreement.

5. REIMBURSEMENT:

5.1 Obligation. Subject to the limitations set forth in Sections 6 and 9 below, CITY agrees to reimburse DEVELOPER for all direct costs incurred in the preparation and approval of the alignment study, cost estimates, Plans and Specifications, plan check fees, inspection fees, construction staking cost, and the construction and installation of the Improvements. CITY further agrees that DEVELOPER shall also be reimbursed for the costs of any additional work and/or improvements not included in the cost estimates and/or not included in the contract with the Selected Contractor, provided said work and/or improvements, as approved by CITY in advance, are reasonably necessary for the design, installation and construction of the Improvements, including any cost incurred as a result of any changed conditions affecting the Improvements, force majeure, or any other unforeseen or extraordinary circumstance beyond DEVELOPER's reasonable control. However, eligible reimbursement costs shall not exceed the Total Estimated Reimbursement amount without prior approval of the City Manager or City Council.

5.2 Documentation. DEVELOPER shall provide any documentation substantiating the direct costs of the Improvements reasonably requested by the Director or CITY. There shall be a presumption of reasonableness as to costs incurred pursuant to, and in accordance with, both the construction contract with Selected Contractor and the Proposal submitted by such Selected Contractor.

5.3 Changes. In the event that the Director orders any change in the approved Plans and Specifications, the cost of such change shall, notwithstanding the fact that the addition of such cost will cause the total cost of construction to exceed the approved contractual amount, be added to the amount approved for reimbursement, so long as such total reimbursement amount remains less than the Total Estimated Reimbursement amount approved by City Council. If the addition of such costs would cause the direct costs to exceed the approved Total Estimated Reimbursement, the Director shall obtain the approval of the City Manager or City Council as appropriate, prior to giving DEVELOPER an order to proceed with the change. If any change in the approved Plans and Specifications results in a reduction in costs, the approved reimbursement amount shall be correspondingly reduced.

6. REIMBURSEMENT PROCEDURES: Subject to the limitations set forth in Sections 5 and 9, DEVELOPER shall be reimbursed on a monthly basis for costs incurred. DEVELOPER shall submit a voucher to CITY by the fifteenth (15th) of each month for costs and fees paid by DEVELOPER through end of the previous calendar month. All vouchers shall be supported by invoices and lien releases (if appropriate). If DEVELOPER is unable to obtain necessary lien waivers from any contractor(s) and/or subcontractor's, CITY will reimburse DEVELOPER so long as DEVELOPER provides for a retention, bond or other security in the amount of the reimbursement for which lien waivers are not provided and are necessary. CITY shall review the submitted material and if there are no disputed items, shall have until the fifteenth (15th) day of the following month to pay DEVELOPER the amounts not in dispute. If disputed items exist, CITY shall have an additional thirty (30) days to review the resubmitted material from DEVELOPER (as well as additional material reasonably requested by CITY to substantiate requested reimbursement amounts) and pay DEVELOPER the amounts CITY determines are warranted. The final payment for the Improvements shall be paid to DEVELOPER upon acceptance of the Improvements by CITY.

7. WARRANTY: CITY shall be provided cash, surety bond or certificate of deposit of at least ten percent (10%) of the cost of the Improvements to warranty the work for one (1) year following the date of CITY acceptance of the Improvements. The surety on the bond shall be a corporate surety company authorized to transact business in the State of California, and the form thereof shall be reasonably satisfactory to the City Attorney and the Administrative Services Officer of CITY. The security warranting that the completed work remains satisfactory during the required 1-year period shall be released at the end of the warranty period after correction of any defects in the work existing at the end of the warranty period, if any. The cost of such security will be reimbursed by the CITY.

8. INDEMNIFICATION & HOLD HARMLESS: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and

its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton and its officers, officials, employees and volunteers. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

9. SOURCE OF REIMBURSEMENT FUNDING: Notwithstanding any other provision of this Reimbursement Agreement or any condition of project approval, CITY shall not be obligated to reimburse DEVELOPER from CITY General Fund, without express City Council approval. The Improvements are currently the subject of a CITY CIP, Water Capital Fund 6518-000-800007-600-605-00-65-000-000 account (the "Account"), and CITY warrants that the Account contains funds sufficient to satisfy the CITY's reimbursement obligation as provided herein. Should there arise from unforeseen circumstances any increase in the costs associated with the construction and installation of the Improvements that would cause the overall cost of the project to exceed the Total Estimated Reimbursement, the parties shall negotiate in good faith regarding their relative obligations arising there from and to the extent an increase in the Total Estimated Reimbursement is required, the approval will be considered and decided by the City Manager or City Council, as appropriate.

10. CITY COUNCIL APPROVAL: This Agreement is subject to the approval of the City Council of the City of Stockton and shall not be effective unless and until such approval has been obtained.

11. AUDIT: CITY or its designee shall have the right, during normal business hours and upon reasonable notice to DEVELOPER, to inspect and copy all books, records, accounts and other material of DEVELOPER pertaining to costs and expenses incurred by DEVELOPER for the design, engineering, installation and construction of the Improvements. DEVELOPER further agrees to maintain such records for a period of three (3) years after final payment under this Reimbursement Agreement.

12. ATTORNEY FEES & COSTS: In the event of the bringing of an action or suit by either party against the other arising out of this Agreement the prevailing party shall be entitled to recover from the other part its reasonable attorneys' fees (including in-house attorneys) and costs of suit.

13. NOTICES: All notices required shall be in writing and delivered in person or sent by United States mail, postage prepaid.

Notices to CITY shall be addressed as follows:

Director of Municipal Utilities
 City of Stockton
 2500 Navy Drive
 Stockton CA, 95206

Notices to DEVELOPER shall be addressed as follows:

H.D. ARNAIZ CORPORATION, Inc.
 Attn: Matt Arnaiz
 3400 East Eight Mile Road, Suite A
 Stockton, CA 95212

Provided that any party may change such address by notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

14. NOT PUBLIC WORKS: The parties hereto agree that this Reimbursement Agreement is for the acquisition of certain improvements by CITY, and is not, nor is it intended to be, a public works contract. In performing this Reimbursement Agreement, DEVELOPER is an independent contractor and not the agent of CITY. CITY shall not have the responsibility for payment to any contractor or supplier of DEVELOPER or for the payment of wages to any laborer who may work on the improvements being constructed and installed by DEVELOPER pursuant hereto.

15. PREVAILING WAGES: DEVELOPER shall pay, or cause to be paid, prevailing wages for all construction work required under this Reimbursement Agreement. For the purposes of this Reimbursement Agreement, "prevailing wages" means not less than the general prevailing rate of per diem wages, as defined in Section 1773 of the California Labor Code and Subchapter 3 of Chapter 8, Division 1, Title 8 of the California Code of Regulation (Section 1600 et seq.), and as established by the Director of the California Department of Industrial Relations ("DIR) for the respective craft classification. In any case, the prevailing wage rate of per diem wages shall be adjusted annually in accordance with the established rate in effect as of such date.

DEVELOPER shall require the construction contractors and subcontractors working on the Improvements to complete and submit all prevailing wage compliance documentation to the CITY. Following commencement of construction, DEVELOPER shall further require the contractors and subcontractors to submit completed certified payroll records with each monthly pay request. The contractors and subcontractors working on the Improvements shall be required to: (1) grant the CITY access to the project site at reasonable times for the purposes of enforcing the provisions of this Section, (2) provide the CITY with documentation relating to compliance with this Section, and (3) indemnify and hold the CITY harmless from any costs, claims, or damages arising from the contractor's or any subcontractor's failure to pay prevailing wages, including but not limited to, costs in investigation or conducting audits.

16. LOCAL EMPLOYMENT ORDINANCE: For contracts valued at \$100,000 and above, pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with Section 3.68.095.

17. COMMUNITY WORKFORCE TRAINING AGREEMENT: For contracts valued at 1,000,000 and above, pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of the CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project.

18. LOCAL PREFERENCE: Pursuant to Stockton Municipal Code Section 3.68.090 preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City.

19. SEVERABILITY: If any part of this Reimbursement Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Reimbursement Agreement shall be given effect to the fullest extent reasonably possible.

20. APPLICABLE LAW: The provisions of this Reimbursement Agreement and any and all disputes arising there from shall be governed by the laws of the State of California.

21. SUCCESSORS & ASSIGNS: This Reimbursement Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

22. INTEGRATION CLAUSE: This Reimbursement Agreement represents the entire and integrated agreement between the parties regarding the matters set forth herein and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the parties.

23. REQUIRED SIGNATURES: The undersigned represent and warrant that the individuals signing on their behalf are duly authorized to execute this Reimbursement Agreement and to bind the parties.

IN WITNESS HEREOF, the parties have caused this Reimbursement Agreement to be executed by their duly authorized representatives as of the date set forth above.

CITY OF STOCKTON

H.D. ARNAIZ CORPORATION,
INC.

By: _____
Harry Black, City Manager

By: _____
Matthew Arnaiz, Secretary

ATTEST:

City Clerk of the City of Stockton

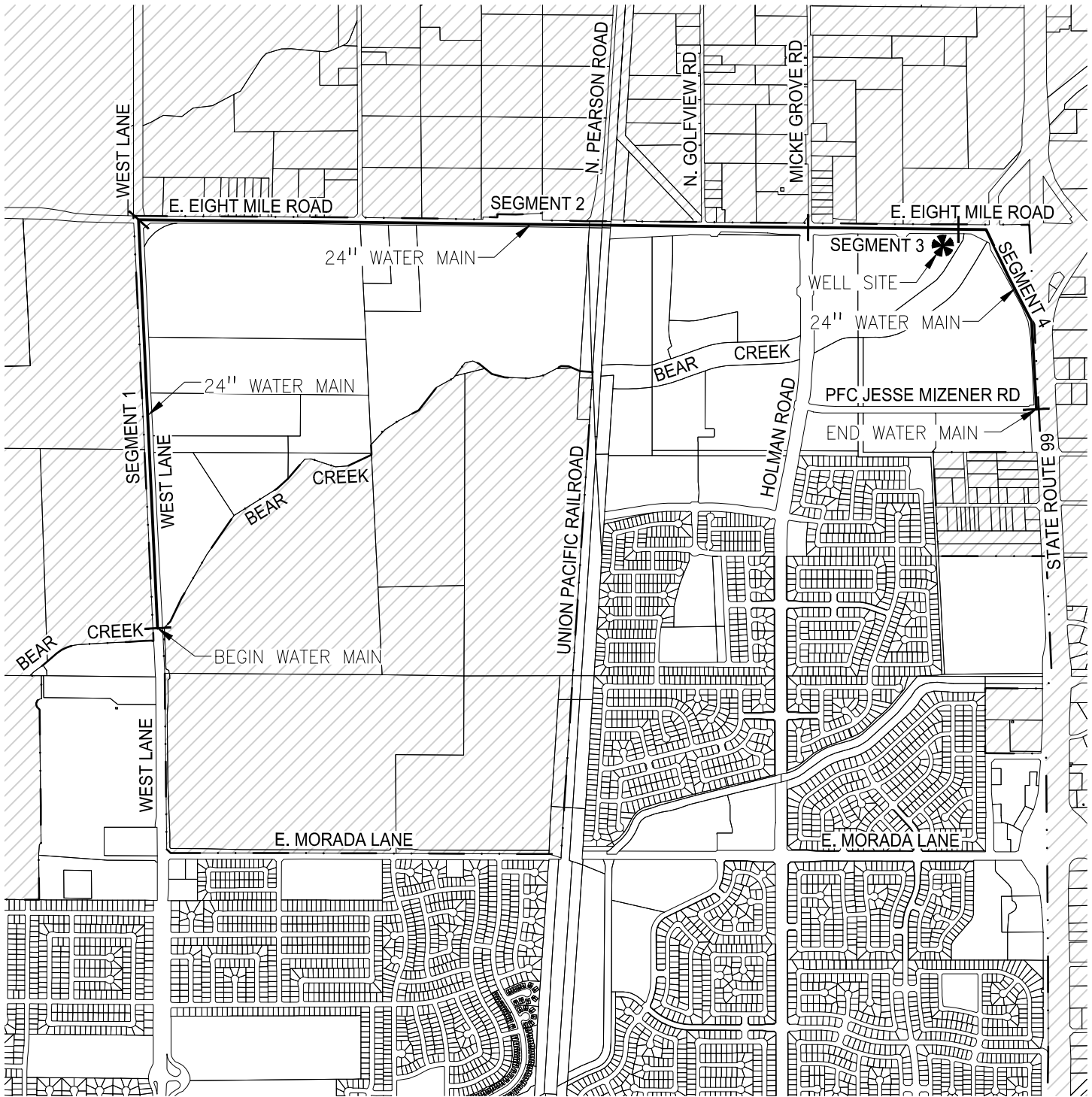
APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

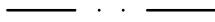
Exhibit A

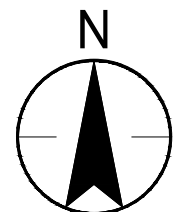
(Capital Improvements)

"EXHIBIT A"



LEGEND

-  STOCKTON CITY LIMITS
-  UNINCORPORATED (SAN JOAQUIN COUNTY)
-  EXISTING PROPERTY LINE
-  PROPOSED WATER MAIN
-  FUTURE WELL SITE



NOT TO SCALE

NOVEMBER, 2023

Exhibit B

(Estimated Improvement Cost)

H. D. ARNAIZ CORPORATION
NORTHEAST STOCKTON WATER TRANSMISSION MAIN
STOCKTON, CALIFORNIA
Preliminary Quantities Sheet
SEGMENTS 1-4 Project Summary

Description	Segment 1	Segment 2	Segment 3	Segment 4	Totals
SITE PREPARATION	\$ 141,025.00	\$ 41,700.00	\$ 45,750.00	\$ 119,900.00	\$ 348,375.00
WATER SYSTEM	\$ 2,932,750.00	\$ 3,552,900.00	\$ 722,700.00	\$ 1,723,200.00	\$ 8,931,550.00
STREET WORK	\$ 511,800.00	\$ 173,100.00	\$ 138,000.00	\$ 404,800.00	\$ 1,227,700.00
MISCELLANEOUS	\$ 175,000.00	\$ 215,000.00	\$ 105,000.00	\$ 125,000.00	\$ 620,000.00
ESTIMATED IMPROVEMENT COST	\$ 3,760,575.00	\$ 3,982,700.00	\$ 1,011,450.00	\$ 2,372,900.00	\$ 11,127,625.00
Contingency (20%)	\$ 752,115.00	\$ 796,540.00	\$ 202,290.00	\$ 474,580.00	\$ 2,225,525.00
Plan Check Fee (4%)	\$ 150,423.00	\$ 159,308.00	\$ 40,458.00	\$ 94,916.00	\$ 445,105.00
Inspection Fee (4.5%)	\$ 169,225.88	\$ 179,221.50	\$ 45,515.25	\$ 106,780.50	\$ 500,743.13
Construction Management (3%)	\$ 112,817.25	\$ 119,481.00	\$ 30,343.50	\$ 71,187.00	\$ 333,828.75
Construction Staking	\$ 15,000.00	\$ 20,000.00	\$ 12,000.00	\$ 15,000.00	\$ 62,000.00
Faithful Performance Bond (2%)	\$ 37,605.75	\$ 39,827.00	\$ 10,114.50	\$ 23,729.00	\$ 111,276.25
Labor and Material Bond (2%)	\$ 37,605.75	\$ 39,827.00	\$ 10,114.50	\$ 23,729.00	\$ 111,276.25
UPRR Crossing - Permitting/Observation	\$ -	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
Permitting/CEQA	\$ -	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00
SUBTOTAL	\$ 1,274,792.63	\$ 1,454,204.50	\$ 350,835.75	\$ 959,921.50	\$ 4,039,754.38
TOTAL SEGMENT COST	\$ 5,035,367.63	\$ 5,436,904.50	\$ 1,362,285.75	\$ 3,332,821.50	\$ 15,167,379.38
DESIGN COST					\$ 650,000.00
TOTAL ESTIMATED REIMBURSEMENT					\$ 15,817,379.38

NOTES:

1. This Preliminary Quantities Sheet Is Based On Conceptual Plans for Northeast Stockton Water Transmission Main Dated 9/01/2023. VVH Consulting Engineers Assumes No Liability for Changes Or Increases Required By Governing Agencies Or Utility Companies Which May Occur Upon Improvement Plan Approval.
2. Quantities Do Not Include Any Soft Costs Such As Architecture, Design, Engineering, Permits, Inspections, Consultants, Environmental Studies, Financing, Interest Payments, and Regulatory Demands Needing Approval Before Construction Begins.
3. Excavation, Bedding, And Backfill To Subgrade With Compaction Is Included In Items
4. Shoring Required To Trench And Construct Improvements Is Included In Items
5. Angle Bends Are Included In Price For Items #4-7 (Segments 1 And 2), Items #4-5 (Segments 3 And 4).
6. Thrust Blocks Or Restrained Joints Are Included In Items #4-7, #16 And #17 (Segment 1), Items #4-7 And #15 (Segment 2), Items #4, #5 And #11 (Segments 3 And 4).
7. Valve Box Included On Items #8-12 (Segment 1), Items #8-11 (Segment 2), Items #6-7 (Segments 3 And 4) Per COS Std. Dwg. W-19.
8. Quantities Assume Air Release Valves Spaced At 2,000 foot Increments Or Fractions Thereof.
9. Quantities Assume Water Sampling Stations Spaced at 5,000 foot Increments Or Fractions Thereof.
10. Unit Costs are based on the July 13, 2023 Teichert Construction Rough Order of Magnitude Budget Bid.
11. Bear Creek - East Crossing is located at the SW corner of Eight Mile Road and West 99 Frontage.



City of Stockton

Legislation Text

File #: 24-0689, **Version:** 1

ADOPT A RESOLUTION APPOINTING MEMBERS OF THE STRONG COMMUNITIES ADVISORY COMMITTEE

RECOMMENDATION

It is recommended that the City Council adopt a resolution appointing Erin Martin and Julie Dunning to the Strong Communities Advisory Committee to fill a partial term commencing immediately appointment and ending January 31, 2025

DISCUSSION

Background

On June 7, 2016, the Stockton City Council adopted Resolution 2016-06-07-1212 to adopt an Ordinance imposing a ¼ cent sales tax and authorizing the formation of a Citizens' Advisory Committee through Ordinance 2016-06-07-1212 contingent upon voter consideration and approval at the November 8, 2016 general municipal election (Measure M).

Section 17 of the adopted Ordinance provides for the creation of a seven-member Citizens' Advisory Committee. Members of the Committee shall be appointed by the City Council to serve two-year terms. As stated in the Ordinance, the Advisory Committee shall meet annually to review the expenditure of revenues generated by the tax and make recommendations to the City Council regarding those expenditures.

At the City Council meeting of July 25, 2017, the City Council discussed Committee appointment options. From these discussions, there was consensus that each member of the City Council, including the Mayor, shall nominate one member to the Committee. For Councilmember appointments, nominees need not be from their respective districts. The City Council shall then approve by majority vote all the nominations to the Committee.

Present Situation

There are currently a vacancies for the members representing Council District 2 and Mayor. After reviewing applications, Councilmember Wright has submitted Erin Martin and Mayor Lincoln has submitted Julie Dunning for appointment.

The terms of service for this appointment will begin upon ratification and expire on January 31, 2025

FINANCIAL SUMMARY

There is no financial impact to the General Fund from the appointment to this committee. Committee members do not receive remuneration.

Attachment A - Redacted Applications

Profile

Email Address

Erin

First Name

Martin

Last Name

Street Address

Stockton

City

CA

State

Postal Code

Ethnicity

Gender

What district do you live in? *☒ District 4

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

5 years/7 months

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?☒ Yes ☐ No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

☐ Yes ☒ No

Which Boards would you like to apply for?

Strong Communities Advisory Committee: Submitted

I have been a resident of Stockton for at least 3 years.

☒ Yes ☐ No

Question applies to Strong Communities Advisory Committee, Measure W Oversight Committee

Do you reside within Stockton's geographic boundary?

☒ Yes ☐ No

Question applies to Strong Communities Advisory Committee, Measure W Oversight Committee

Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton?

☐ Yes ☒ No

Question applies to Strong Communities Advisory Committee

Are you at least 18 years of age?

☒ Yes ☐ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I have worked with individuals with disabilities for over 20 years as an advocate and partner in my community. I recently graduated from Leadership Stockton Class of 2024 and through both my work and that experience I feel it is my duty to serve my community in ways that can make a difference for youth, teens, and adults. My commitment to the city of Stockton as well as my appreciation has grown exponentially since Leadership Stockton and I want to do more for our city.

Please state the reason you would like to be a member of this board/commission.

Our project in Leadership Stockton was to renovate one of the cottages of the Children's Home of Stockton, through that work and connections made with non-profits and city officials I saw need for ensuring our children and teens have safe places to go for both recreation and learning. I think a huge part of that is ensuring our libraries and community centers serving children and teens remain open and programming is provided that can enhance our under served communities. I think my background in social work would be an asset to this commission.

Have you served on an advisory group before?

☒ Yes ☐ No

If yes, please explain.

I've served on advisory groups within Valley Mountain Regional Center for professional purposes, such as our Consumer Services committee, and CAPTAIN cadre. Both inform the state on how monies should be allocated for specific services and learning. CAPTAIN is funded by grants and the work we do is to expand the knowledge of evidenced based practices for individuals with Autism.

How did you hear about the position?

Dan Wright

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

☒ Yes ☐ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

☐ Yes ☒ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

☐ Yes ☒ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

N/A

Enter Your Initials:

EM

Date Signed

6/24/24

Profile

Email Address

Julie

M

Dunning

First Name

Middle Initial

Last Name

Street Address

Stockton

CA

City

State

Postal Code

Ethnicity

Gender

What district do you live in? *

☒ District 4

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

5 years/1 month

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

☒ Yes ☐ No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

☐ Yes ☒ No

Which Boards would you like to apply for?

Strong Communities Advisory Committee: Submitted

I have been a resident of Stockton for at least 3 years.

☒ Yes ☐ No

Question applies to Strong Communities Advisory Committee, Measure W Oversight Committee

Do you reside within Stockton's geographic boundary?

☒ Yes ☐ No

Question applies to Strong Communities Advisory Committee, Measure W Oversight Committee

Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton?

☐ Yes ☒ No

Question applies to Strong Communities Advisory Committee

Are you at least 18 years of age?

☒ Yes ☐ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am retired from the State of California after a 35+ year career where the majority of my time was spent as the District 10 Director of Administration, acting District Director, and later at the HQ level as Chief of Strategic Planning and Performance Management. While performing my duties as Director of Admin, I became proficient in budgetary oversight. I have a keen sense for fiscal responsibility, and a passion for governmental transparency and accountability. I truly enjoyed my time as a civil servant and like to stay active/informed by attending various Council and committee meetings. I am very interested in City of Stockton's governance and would like to serve my community at the local level.

Please state the reason you would like to be a member of this board/commission.

I want to be part of the process that ensures the special tax collected is being dispersed and applied as the voters intended. I want to help facilitate transparency and accountability in the programs and resources being established for the youth of Stockton through this tax and that the money is being used in the best way possible.

Have you served on an advisory group before?

☒ Yes ☐ No

If yes, please explain.

During my years of employment with the state I served on various internal and external advisory committees. Some were for process improvements; others were for providing recommendations on implementation of new policies/procedures.

How did you hear about the position?

Through the Mayor's office.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

☒ Yes ☐ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

☐ Yes ☒ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

☐ Yes ☒ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

None

Enter Your Initials:

jd

Date Signed

7-2-2024

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING A MEMBER TO THE CITY OF STOCKTON STRONG COMMUNITIES ADVISORY COMMITTEE

On June 7, 2016, the Stockton City Council adopted Resolution 2016-06-07-1212 calling for a measure to be placed on the ballot establishing the one-quarter cent special sales and use tax, and authorizing the formation of a Citizens' Advisory Committee through Ordinance 2016-06-07-1212 contingent upon voter consideration and approval at the November 8, 2016, election; and

On November 8, 2016, the citizens of Stockton voted to approve Ordinance 2016-06-07-1212, thus authorizing the formation of the Citizens' Advisory Committee. Each member of the City Council, including the Mayor, shall nominate one member to the Committee. The members nominated are not required to be from specific Council Districts; and

On July 25, 2017, City Council directed staff to more closely align the terms of the Advisory Committee to coincide with each appointing Councilmember; now; therefore,

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

1. In accordance with the provisions of Ordinance 2016-06-07-1212, the following nominees for the Advisory Committee have been submitted for consideration and appointed to the City of Stockton Strong Communities Advisory Committee for a term to commence on appointment, and ending January 31, 2025:

Erin Martin – District 2
Julie Dunning - Mayoral

2. 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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 24-0659, **Version:** 1

ADOPT A RESOLUTION TO ACCEPT \$1.7M CALIFORNIANSFORALL YOUTH JOBS CORPS ROUND 2 GRANT

RECOMMENDATION

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

1. Ratify a grant agreement with California Volunteers in the amount of \$1,773,664.00; and
2. Authorize the City Manager to appropriate grant funds for the CaliforniansForAll Youth Jobs Corps in the amount of \$1,773,664.00.

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

Summary

The CaliforniansForAll Youth Jobs Corps is administered by California Volunteers. In partnership with local governments and community-based organizations across the state, the CaliforniansForAll Youth Jobs Corps employs young people to help tackle critical issues in priority areas: COVID-19 recovery, food insecurity, and climate action. Youth are supported with at least minimum wage and essential wrap-around services like case management, résumé preparation, special job training, and other benefits to help ensure both their short- and long-term success. The Youth Jobs Corps has three core goals: increase employment for underserved youth across California, develop meaningful public service career pathways, and enhance local government capacity to address challenges in key focus areas.

Staff are seeking City Council's authorization to accept the grant funding in the amount of \$1,773,664 for the CaliforniansForAll Youth Jobs Corps Program.

DISCUSSION

Background

The California Volunteers' CaliforniansForAll Youth Workforce Development Program is a Governor's initiative that is partnering with California cities to bolster youth workforce engagement and interest in critical career pathways. California Volunteers' mission is to promote service and volunteerism to tackle state and local issues. The City was issued a \$4.3M Round 1 award in late 2021 to create, develop, and facilitate a robust workforce program to address the focus areas of climate, food insecurity, and local COVID-19 recovery. The City utilized Round 1 funding to create the Stockton Youth Employment Summer Success (YESS) program, as well as to fund four external entities to

expand their existing workforce programs. Overall, the City's Round 1 Youth Jobs Corps funding created over 440 paid opportunities for youth throughout the City of Stockton through 2023 and 2024 to date.

Present Situation

The State of California awarded the City of Stockton a \$1,773,664 Round 2 Youth Jobs Corps grant to continue its Stockton Youth Employment Summer Success program and support external programs. Round 2 funding is available through December 31, 2025, which will allow the City to host another year of Stockton YESS, offer some support to a local youth workforce partner, and continue to support its grant-funded Program Manager. External youth workforce partners will be identified through a competitive procurement process following past practice with round 1 funding and standard City processes.

On June 18, 2024, the City was notified that the State would impose a strict deadline of June 30, 2024 to receive executed documents from local agencies. As such, the City Manager proceeded with executing the agreement (Exhibit 1) to ensure the City did not inadvertently forfeit the State appropriated funding.

FINANCIAL SUMMARY

The City and its subcontractors will pay for project related expenses in full and then submit documentation for reimbursement through this grant. There will be no impact to the General Fund, all related costs will be supported by the grant funding. No matching funds are required for this grant. An appropriation of revenue and expenditures of \$1,773,664 is necessary in the City Manager's Special Grants Fund - Reimbursement, General Administration Division.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION TO ACCEPT \$1.7 MILLION FROM THE CALIFORNIANSFORALL YOUTH JOBS CORPS ROUND 2 GRANT PROGRAM

The City of Stockton ("City") is interested in promoting workforce development programs, particularly those that endeavor to empower youth; and

The State of California has made funding available for the CaliforniansForAll Youth Jobs Corps, which seeks to provide funding for local governments across the state to create programs that increase employment for underserved youth across California, develop meaningful public service career pathways, and enhance local government capacity to address challenges in key focus areas; and

The State of California awarded the City of Stockton a \$1,773,664 Round 2 Youth Jobs Corps grant to continue the City's youth workforce program, and support local external workforce partners; now, therefore,

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

1. Authorize the ratification of a grant agreement with California Volunteers in the amount of \$1,773,664 (Exhibit 1).
2. Authorize the City Manager to appropriate grant funds for the CaliforniansForAll Youth Jobs Corps in the amount of \$1,773,664.
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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
JP1013-GF1

PURCHASING AUTHORITY NUMBER (If Applicable)
OPR-0650

EXHIBIT 1

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
OPR/CaliforniaVolunteers

CONTRACTOR NAME
City of Stockton

2. The term of this Agreement is:

START DATE
May 9, 2024

THROUGH END DATE
December 31, 2025

3. The maximum amount of this Agreement is:
\$1,773,664.00 or One Million, Seven Hundred Seventy-Three Thousand, Six Hundred Sixty-Four Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	4
	Exhibit B	Budget Detail	1
	Exhibit C	Budget Payment Provisions	1
+	Exhibit D	California Volunteers' Reporting, Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention	4
-			
+	Exhibit E*	General Terms and Conditions*	Online
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Stockton

CONTRACTOR BUSINESS ADDRESS
425 N. El Dorado Street

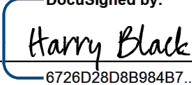
CITY
Stockton

STATE
CA

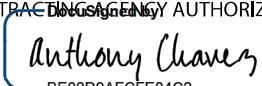
ZIP
95202

PRINTED NAME OF PERSON SIGNING
Harry Black

TITLE
City Manager

CONTRACTOR AUTHORIZED SIGNATURE
DocuSigned by:

6726D28D8B984B7...

DATE SIGNED
6/26/2024

STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME				
OPR/CaliforniaVolunteers				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
1400 10th Street		Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING		TITLE		
Anthony Chavez		Director of Operations		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
		6/26/2024		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		



OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1951 • 209 / 937-8212 • Fax 209 / 937-7149
www.stocktonca.gov

January 23, 2024

1400 10th Street
Sacramento, CA 95814
Attn: California Volunteers

**RE: 2023-2024 CALIFORNIANSFORALL YOUTH SERVICE CORPS PROGRAM
APPLICATION**

To Whom It May Concern,

As requested, here is the name, title, email, and phone number for the best point of contact for the City of Stockton:

Dale Applewhite
Program Manager III
dale.applewhite@stocktonca.gov
(209) 937-8150

Section 1: Program Goal

The City of Stockton hopes to increase the number of young, qualified professionals in Stockton who are prepared for the future economy. In particular, the city is interested in linking at-risk and/or high-need youth to lucrative career pathways with significant growth potential. Additionally, the city is interested in promoting youth interest toward a career in public service. This program directly aligns with the City's One Page Strategic Plan, which includes a strategy for Growing Economy to meet City Council's goals. Specifically, this strategy calls for expanding jobs, reducing barriers to entry, increasing small business development, and fostering and supporting entrepreneurship. Funding from CaliforniansForAll Youth Service Corps will significantly bolster the City's ability to pursue this strategy.

Section 2: Program Design

Youth Employment Summer Success (Y.E.S.S) Program will support one hundred (100) local youths for a 4-week summer employment program. Job opportunities in nine (9) City departments will provide paid jobs for youth aged 16-19 who live in the City of Stockton. Youth participants will be introduced to a formal workplace setting, build their skills, and raise awareness of public sector career pathways. The City will also hire six (6) Youth Supervisors and give them an advanced opportunity to supervise the incoming youth workers.

The Y.E.S.S. program will also provide workshops, counseling, and mentoring that focus on personal development and mental wellness during the program. The wrap-around supportive services aim to enhance the overall experience for the participants and additionally help the participants overcome employment barriers normally experienced by marginalized, low-income youth trying to enter the workforce. The workshops will on two Fridays during the program.

Throughout nine (9) City departments, participants will fill staffing gaps and help complete outstanding projects. Participants will assist with administrative tasks such as answering phones and emails and assisting in converting hard copy paperwork to an electronic format. Participants will be trained to use Microsoft applications to create spreadsheets and prepare documents for storage. Participants working in the IT department will perform security wipes of old computers and prepare new computers for deployment for city departments. Participants working in the Public Works Department will provide labor for park beautification projects that include cleanup, painting, and tree planting. The Community Center participants will learn how to coordinate daily activities and provide supervision support for children and senior recreational programs.

The City of Stockton will also subgrant with community-based organizations (CBOs) to execute the program design illustrated in the application. The City of Stockton plans to release a Request for Proposals (RFP) that will ask respondents to offer programs that fall within the focus area(s). The criteria used to determine which programs are selected during the RFP process will reflect the Youth Workforce Development Program goals and requirements. Emphasis will be placed on programs that have an established track record of success, particularly with high need youth. Examples of current successful workforce programs supported by the City that align with this program's goals include Greater Valley Conservation Corps, Parents by Choice, and Rising Sun Center for Opportunity.

The process through which the City will select CBO partners includes a thorough review of responses, including detailed background research, interviews, and scored evaluations that will give additional points to those organizations with relevant prior experience. Through this process the City endeavors to find the most qualified organizations that can accept this significant one-time investment and produce substantial results within the timeframe allotted for funding.

Due to the City's reliance on the RFP to determine which CBOs will become sub-grantee(s), the City cannot provide the names of the partner organizations or a description of the youth worker job activities. However, there are specific workforce programs that the City is interested in funding within each Key Area. For 'Climate' the City is interested in arborist certification, solar installation training, and energy- and water-efficient appliance installation training. For 'Food Insecurity' the City would like to see programs that support the development of urban farms and the distribution of organic foods in local schools. In addition to these priority areas, the city will encourage respondents to the RFP to include pre-apprenticeship programs that use industry standard developed curriculum.

The City will require that all subgrantees commence programming no later than December 2024. Subgrantees may start once contracts are formally executed, and preference will be given to those sub-grantees that can begin programming earlier.

Section 3: Youth Recruitment/Development

The City of Stockton's Recruitment:

The City of Stockton's website will host a dedicated webpage for the Y.E.S.S. program that will describe the goals and design of the program and include a link to the application. The City will also work with Stockton Unified School district, community partners, and Workforce Agents to distribute marketing and promotion materials, attend school job fairs, as well as post recruiting information to social media outlets.

The program will target youth aged 16- 19 who live in the city limits of Stockton. Program participants employment applications will be vetted using a scoring system based on CaliforniaVolunteers youth eligibility requirements. One point will be given for each criterion met. Applicants with the highest scores will be chosen on a first come, first serve basis until all available openings are filled.

The program will provide participants with an opportunity for personal growth and foundational work-readiness skills through professional development workshops. Workshops will focus on financial literacy, resume writing, interviewing skills, and work-place etiquette.

The City of Stockton understands that first jobs can be emotionally challenging and will take steps to care for the emotional health of the participants by providing access to mental wellness support through 1:1 counseling, and 3-hours of facilitated group sessions that include topics such as, Self-Regulating Stress, Mental Health First Aid, and Developing Social Skills.

Participants in the Y.E.S.S. program will work in City Departments five (5) days per week Monday through Thursday, for 6.5 hours per day, and attend personal development and work readiness workshops on two Fridays. Participants will serve a total of 32.5 hours per week and receive \$24.00 per hour. The summer program runs for 4 weeks during the month of June. Youth Supervisors will work five (5) days per week for 8 hours per day over a 6-week period and receive \$28.00 per hour. The Youth Supervisors will begin working 2 weeks earlier than the program start date to assist with pre-program preparation tasks.

Subgrantee Recruitment:

The City will work with subgrantees to develop recruitment strategies with a focus on disadvantaged youth. The RFP will require the subgrantees to outline a recruitment/outreach plan for reaching and enrolling youth. Additionally, the City will provide the sub-grantees with its standards and expectations for flyers and social media post related to recruitment. The City will also create a page on its website that will describe the goals and design of the CaliforniansForAll Youth Workforce Development Program with links to applications.

The City will require in its RFP that subgrantees consider what wrap around services will be needed for youth seeking to participate. Such services could include low-cost daycare, transportation stipends, workshops for personal and professional development (ex. job readiness training, college readiness, how to manage personal finances, etc.), and bi-weekly mentor meetings. Preference will be given to those sub-grantees who demonstrate a full understanding of the wraparound services needed for Stockton's youth.

The City will ensure that subgrantees pay a wage above the state minimum per the Youth Workforce Development Program requirements. In the RFP, the City will encourage respondents to offer higher wages so that participants will be financially incentivized to complete the program. The City will require subgrantees workforce programs to run a minimum of 1 month and a maximum of 15 months. Subgrantee programs will be required to be completed by December 2025.

Section 4: Metrics/Outcomes

The City of Stockton will be able to provide the required metrics listed by CaliforniaVolunteers through the following methods of evaluation: 1) Pre and Post Surveys, 2) Program Evaluations, 3) A mid-program participant progress evaluations.

The required metrics will be provided to the City by sub-grantee(s) ultimately selected through the RFP process. In the event sub-grantees are unable to report any of the metrics listed, then the City will work with California Volunteers to try to find an alternative solution.

Section 5: Budget/Staffing/Communications

One and one-quarter (1.25) full-time employee (FTE) will oversee the implementation of the Y.E.S.S. Program. These positions will manage and oversee the program, including all invoicing and administrative requirements as outlined by California Volunteers. They will work closely with subgrantees and the City Departments and coordinate these efforts within the larger workforce ecosystem. The positions will also provide programming for all participants that will include presentations from local business and government leaders with the aim of inspiring and encouraging local youth to pursue careers in strategically critical fields. The City of Stockton commits to using CaliforniaVolunteers developed branding and will participate in CaliforniaVolunteers-organized training/curriculum. The City of Stockton will participate in a CaliforniaVolunteers program launch media event.

The City of Stockton proposes a budget of \$704,571.87 to serve one hundred and six (106) local youth through the Youth Employment Summer Success (Y.E.S.S) Program to strengthen the City's capacity to raise awareness of public sector opportunities in the community. The City also proposes a budget of \$1,069,092.13 to partner with local community-based organizations to execute the program design illustrated in the application to expand workforce opportunities for youth in the community. The City of Stockton is requesting total funding from Funding from CaliforniansForAll Youth Service Corps in the amount of \$1,773,664.00.

Exhibit B Budget Detail

EXHIBIT 1

CaliforniansForAll Youth Service Corps				
Applicant:	City of Stockton			
Contact information	Dale Applewhite	dale.applewhite@stocktonca.gov	ph:(209) 937-8150	

I - A. Administration (Must Not Exceed 10% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs			\$ 161,242.18	
Total			\$ 161,242.18	9.1%

I - B. Direct Operating Costs (Must not exceed 30% of Total Award when combined with Section I-A. Administration)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Program Manager	.625 FTE / 15 mos.	.625 x (\$101886/12) x 15	\$ 79,598.44	
Fringe - Program Manager	HEALTHCARE, RETIREMENT MED/SS, DEF	.53 x \$79,598.44	\$ 42,187.17	
Partner Programs	4 FTE + 25% fringe	wages \$168,750 + fringe \$56250	\$ 225,000.00	
Total			\$ 346,785.61	28.64%

II. Youth Service Corps Fellow Wages (must be at least 50% of grant amount)				
# Requested	Hourly Salary	# of Hours	Total Budget	% Allocation Cross Check
100	24	130	\$ 312,000.00	
6	28	240	\$ 40,320.00	
90	\$17.50	400	\$ 630,000.00	
196.00			\$ 982,320.00	55.38%

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
Medicare	1.45%	1.45% x \$352,320	\$ 5,108.64
General Insurance	7.50%	7.50% x \$352,320	\$ 26,424.00
Unemployment Insurance	0.20%	.20% x \$352,320	\$ 704.64
Workers Compensation	3.06%	1.45% x \$352,320	\$ 10,780.99
Uniform	Workshirts: \$14 / 4 ea. youth	4 x \$14 x 106 youths	\$ 5,936.00
Fingerprinting/ Background Check	Rolling Fee: \$30, DOJ Fee: \$32, F	\$79 x 60 youths	\$ 4,740.00
TB Test	Test :\$30, CSD & EDD: 50 youths	\$30 x 50 youths	\$ 1,500.00
PPE/ Safety Gear	safety vest : \$10 ,workboots:\$100 , h	\$134 x 30 youths	\$ 4,020.00
Bus Passess	1 mo. P ass: \$25	\$25 x 50 youths	\$ 1,000.00
Partner Other Fellow Costs	Fringe: 10% uniforms, background	10% x \$630,000 + \$23,400	\$ 86,400.00
Total			\$ 146,614.27

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Facilitated Work Readiness Training	Training - 2 full day workshops	2 Workshops x \$1250	\$ 2,500.00	
Licensed Clinical Social Worker	Mental Health Support	\$125/hr x 8 hrs x 3wks	\$ 3,000.00	
Laptops	Work Readiness post program support	Laptop: \$950 x 106	\$ 100,700.00	
Partner Wrap Services	Training, Work Readiness	\$338.91 x 90 youth	\$ 30,501.94	
Total			\$ 136,701.94	7.7%

Total Budget Request	\$ 1,773,664.00
Total # of Fellows	196

\$

338.91

List of Partners		
Partner	Status (Proposed or Secured)	Contractual Amount
TBD through RFP process	Proposed	\$ 1,069,092.13
Total		\$ 1,069,092.13

EXHIBIT C
Budget Payment Provisions

**California Volunteers,
Youth Service Corps
City of Stockton**

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
 - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - b) Invoices shall include the Agreement Number and shall be submitted via PDF to Robert.Nesman@californiavolunteers.ca.gov.
2. Budget Contingency Clause
 - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
 - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.
3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit D**California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention****Youth Service Corps Program**

All Youth Service Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

Additionally, California Volunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in Youth Service Corps
- Number of Youth completing Youth Service Corps
- Number of youth employed in each focus area
- Number of youth participating in summer employment program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Participant information, including Personally Identifiable Information, as requested by California Volunteers, including, but not limited to: Name, Address, Phone Number, Email Address, Program Completion Status. Grantees agree to make member contact information available to California Volunteers to use in program communications on a schedule to be provided by California Volunteers
- Number of youth employed in program who were previously unemployed
- Number of participants who enroll in higher education or gain employment following program end
- Number of youth employed in program who remain in college or stable employment
- Number of youth employed after completion of program
- Number of youth who report job satisfaction after completion of program

Exhibit D

California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

- Number of youth who report an interest in a career in public service after one year of employment
- Number of youth employed in public service after completion of program
- Job training evaluations

Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – June 30, 2024, 2024	July 15, 2024
2 (if applicable)	July 1 – September 30, 2024	October 15, 2024
3	October 1 – December 31, 2024	January 15, 2025
4	January 1 – March 31, 2025	April 15, 2025
5	April 1 – June 30, 2025	July 15, 2025
6	July 1 – September 30, 2025	October 15, 2025
7	October 1 – December 31, 2025	January 15, 2026

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

Invoicing:

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly.

Exhibit D**California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention****Invoicing Deadlines:**

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted no later than the due date identified in the reporting deadlines above.

Service Events and/or Member Convenings:

Grantee agrees to host at least two service events and/or member convenings per calendar year at the direction of California Volunteers.

Programmatic and Fiscal Document Retention

In line with State requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.



City of Stockton

Legislation Text

File #: 24-0453, Version: 2

APPROVE CONTRACT WITH GROW AMERICA TO PREPARE THE CITY'S 2025-2029 CONSOLIDATED PLAN AND ASSOCIATED ACTIVITIES AS A STANDARD REQUIREMENT FOR RECEIVING FEDERAL FUNDING

RECOMMENDATION

It is recommended that the City Council authorize by motion:

1. A contract in the amount of \$140,000 from a combination of Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Low- and Moderate-Income Housing Asset Fund (LMIHF) funds to Grow America for consulting services to prepare the City's 2025-2029 Consolidated Plan and associated activities as a standard requirement from the Department of Housing and Urban Development to receive Federal funding; and
2. The execution of the Standard Agreement substantially similar in form to Attachment A.

It is also recommended that the City Council authorize the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the motion.

Summary

As a recipient of U.S. Department of Housing and Urban Development (HUD) funds, the City is required to prepare a five-year master plan, known as the Consolidated Plan. The Consolidated Plan identifies the priority needs within a community and establishes the goals and objectives that the grantee, the City, hopes to accomplish during the five-year period using HUD funds.

Along with the Consolidated Plan, HUD requires the City to undertake planning activities related to Affirmatively Furthering Fair Housing (AFFH). Federal statute requires the City of Stockton to proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, and eliminate disparities in opportunities, and foster inclusive communities free from discrimination. Additional activities that the City is required to undertake to continue receiving federal funding from HUD includes: the preparation of a Language Access Plan (LAP); developing a Section 3 Plan to provide training, employment, contracting, and other economic opportunities to low- and very low-income persons; and reviewing and updating the City's Citizen Participation Plan (CPP).

In March 2024, the City published a Request for Proposals (RFP) to identify and select a firm to assist in the preparation of the 2025-2029 Consolidated Plan, and associated planning activities, for submission to HUD. The City received four proposals and after thorough review of the proposals, staff selected Grow America. Staff recommends approval of a contract in the amount of \$140,000 with Grow America to prepare the 2025-2029 Consolidated Plan.

DISCUSSION

Background

The Consolidated Plan is designed to help local jurisdictions assess their affordable housing and community development needs, evaluate market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a communitywide dialogue to identify housing and community development priorities that align and focus funding from HUD's formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grants (ESG) Program.

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. HUD requires grantees like the City to report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

In March 2024, City staff prepared an RFP seeking a firm to assist in the preparation of the 2025-2029 Consolidated Plan and other federal mandated planning activities for submission to HUD. Four proponents responded to the RFP. The vendor was selected based on its experience in the preparation of similar documents, knowledge of HUD requirements and the local community, and ability to meet the deadlines set in the RFP. A staff selection committee evaluated and scored each proposal and Grow America was selected as the Consultant to prepare the Consolidated Plan and first-year Annual Action Plan, undertake planning activities related to AFFH requirements, develop a LAP, develop a Section 3 Plan, and advise on updates to the City's Citizen Participation Plan.

Present Situation

The City's current Consolidated Plan sunsets at the end of Fiscal Year 2025. In order to continue to receive federal funds from HUD, the City must complete a new Consolidated Plan covering the years 2025-2029. As part of the development of the new Consolidated Plan, the City will need to undertake additional planning activities that are required by HUD, and which complement and support the analysis of community needs. In addition to developing the 2025-2029 Consolidated Plan and first-year Annual Action Plan, Grow America will be tasked with undertaking activities as part of the Affirmatively Furthering Fair Housing (AFFH) requirements, which involves data gathering and analysis to identify fair housing priorities and goals. The consultant will also be required to conduct the HUD-required four-factor analysis to develop a Language Access Plan (LAP); conduct activities required for the development of a Section 3 Plan; and advise on updates to the City's existing Citizen Participation Plan.

Grow America was selected due to their extensive experience and knowledge of a broad range of HUD programs and planning activities. As part of the activities to be conducted by Grow America, there will be extensive stakeholder and community engagement throughout the process. This will include designing and deploying a citizen survey, virtual one-on-one consultations with local stakeholders, and virtual community meetings. In addition, City staff will conduct in-person meetings

to ensure the community is informed of the process and provided opportunities to solicit in-person feedback.

Staff recommends approval of a Standard Agreement, substantially similar in form to Attachment A, in the amount of \$140,000 with Grow America to prepare the 2025-2029 Consolidated Plan, first-year Annual Action Plan, and associated planning activities.

FINANCIAL SUMMARY

No General Fund dollars will be used for this project. Sufficient funds have been budgeted, and are available, in FY 2024-25, to support this work. The contract with Grow America will be paid with CDBG, HOME and LMIHF funds, as follows:

Funding Source	Amount	Account #
CDBG	\$ 50,000	6020-400-630006-230-231-10-60-000-000-
HOME	\$ 50,000	6020-400-630006-230-233-10-60-000-000-
LMIHF	\$ 40,000	6020-400-630006-290-293-10-60-000-000-

Attachment A - Standard Agreement

CITY OF STOCKTON
STANDARD AGREEMENTAgreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Grow America ("Contractor") to provide Consolidated Plan development services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: 7/10/2024

Terminates on: 9/30/2025

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 140,000

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

(a) Exhibit A – Statement of Work

(b) Exhibit B – Insurance

(c) Exhibit C – General Terms & Conditions

(d) Exhibit D – Professional Services Special Terms & Conditions

(e) Exhibit E – Compensation Schedule

(f) Exhibit F – Timeline

(g) Exhibit G - Special Funding Terms & Conditions ARPA

(If applicable check box) YES ☐

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

CONTRACTOR

Grow America

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

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, Interim City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 On March 1, 2024, a Request for Proposals (RFP) was published to solicit proposals from qualified firms for the development of the City of Stockton's 2025-2029 Consolidated Plan, and associated planning activities, as required for the receipt of funding from the U.S. Department of Housing & Urban Development.
- 1.2 Grow America has been selected to perform the activities outlined in PUR 24-024, including the development of the 2025-2029 Consolidated Plan and first year Annual Action Plan; undertaking activities related to Affirmatively Furthering Fair Housing (AFFH); preparation of a Language Access Plan (LAP); developing a Section 3 Plan, and reviewing and advising on updates to the City's Citizen Participation Plan (CPP).
- 1.3 Completion of the abovementioned activities is required for the City of Stockton to continue to receive HUD funding, including Community Development Block Grant (CDBG), Emergency Solutions Grants Program (ESG), and HOME Investment Partnerships Program (HOME) funds.
- 1.4 The City is contracting with Grow America to complete all activities required by HUD.

2. Project Scope

- 2.1 Contractor shall provide the following services with a total contract amount of One Hundred Forty Thousand Dollars (\$140,000). In providing these services, Contractor shall undertake its "best efforts" in attaining the goals and results stated herein which have been mutually agreed upon by Contractor and City.
- 2.2 Contractor shall perform data gathering, needs assessment, market analysis, citizen participation activities, and consultation as required for the development of the 2025-2029 Consolidated Plan and first year Annual Action Plan.
- 2.3 Contractor shall research, collect feedback, and make recommendations on actions to further fair housing and analyze impediments to fair housing. Contractor shall review key data and

recommendations included in existing City planning documents and the previous Analysis of Impediments for the development of an updated Analysis of Impediments to Fair Housing.

- 2.4 Contractor shall conduct the four-factor analysis and develop a Language Access Plan (LAP) compliant with State and/or Federal requirements.
- 2.5 Contractor shall conduct all activities required for the development of a Section 3 Plan.
- 2.6 Contractor shall review the City's Citizen Participation Plan (CPP) and advise on any required updates to meet CPP requirements as specified in 24 CFR Part 91.105.
- 2.7 Contractor shall evaluate and incorporate policies related to housing preference within the Consolidated Plan.
- 2.8 Contractor shall work with City staff to align the goals of the Consolidated Plan with existing City documents, including but not limited to the Economic Development Strategic Action Plan, Housing Action Plan, Neighborhood Action Plans, and Council goals and priorities.

3. Specifications

- 3.1 Contractor shall perform the Project Scope activities outlined above and as enumerated in PUR 24-024, in accordance with HUD requirements.

4. Major Deliverables

- 4.1 Contractor shall deploy a SurveyMonkey-based survey and convene six Council District meetings and additional public participation events as part of the community engagement strategy.
- 4.2 Contractor shall submit draft versions of the draft Consolidated Plan goals and priorities forty-five (45) days before the delivery of the Draft Consolidated Plan and Annual Action Plan.
- 4.3 Contractor shall incorporate feedback from City staff and the public into final versions of the Consolidated Plan, Annual Action Plan, and Analysis of Impediments for submission to HUD.
- 4.4 Contractor shall enter the Consolidated Plan and Annual Action Plan into IDIS for submission by City staff.

- 4.5 Contractor shall provide drafts of the Language Access Plan (LAP) and Section 3 Plan for review and comments from City staff.
- 4.6 Contractor shall provide written guidance on any required updates to the City's Citizen Participation Plan.
- 4.7 Contractor shall make any necessary revisions to the Consolidated Plan, Annual Action Plan, Analysis of Impediments, LAP, Section 3 Plan, and CPP, as required by HUD

5. Tasks That Support the Deliverables

- 5.1 City staff shall identify key staff member who will serve as Contractor contract.
- 5.2 City staff shall provide IDIS access for key Grow America personnel.
- 5.3 City staff shall provide copies (or weblinks) to all plans, data, and other documents that the City desires for Contractor to review and incorporate into any of the deliverables.
- 5.4 City staff shall provide a list of primary contacts for relevant organizations and will assist with coordinating stakeholder meetings.

6. Criteria of Acceptance for Deliverables

- 6.1 Contractor shall provide a monthly report of activities performed under the term of this Agreement.
- 6.2 Contractor shall provide drafts of documents for review and comments by City staff.
- 6.3 Contractor shall make any necessary revisions to the Consolidated Plan, Annual Action Plan, Analysis of Impediments, LAP, Section 3 Plan, and CPP, as required by HUD upon submittal.

7. Notices

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

Contractor:
 Grow America
 Attn: Virginia Flores, Senior Director
 633 3rd Avenue, 19J
 New York, NY 10017

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

8. Key Personnel

Virginia Flores, Grow America, Senior Director

Carrie Wright, City of Stockton, Director of Economic Development

Jordan Peterson, City of Stockton, Deputy Director of Redevelopment

Juan Gonzalez, City of Stockton, Housing Manager

Angelina Abella, City of Stockton, Economic Development Analyst

Julisa Villalobos, City of Stockton, Grants Analyst

9. Option to Renew

The term of the Agreement may be extended by a written amendment executed by both parties.

Exhibit B:
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Additional Coverages:

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. ***(Automobile insurance is required if the Contractor's employees will be driving vehicles while in service to the City of Stockton)***

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

Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as separate a Loss Payees, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations. **(For Loan Agreements related to any new building, major renovating, and/or major remodeling)**

Crime/Fidelity Bond - Insurance no less than **the dollar amount of the grant/loan**, covering all officers and employees, for loss of proceeds caused by dishonesty. ***(For grants/loans)***

Sexual Abuse or Molestation (SAM) Liability: *If* the work will include **contact with minors**, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim. **(For work including contact with minors)**

Additional Coverages for Consulting or Professional Services:

Professional Liability/Errors and Omissions Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. **(For Consulting or Professional Services)**

Technology Professional Liability Errors and Omissions Insurance appropriate to the Vendor's profession and work hereunder, with limits not less than **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. **(For Technology Consulting or Technology Professional Services)**

a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

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

Other Insurance Provisions

REV 2022-05-17

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

REV 2022-05-17

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (For Professional Liability Only)

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of work.

Verification of Coverage

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

Subcontractors

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

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 3 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***

Special Risks or Circumstances

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

Certificate Holder Address

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

9. Contractor's Status.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

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

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

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

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

10. Subcontractor.

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

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

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

11. Termination.

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

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

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

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

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

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

3. Time for Performance.

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

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

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

4. Standard of Performance

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

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

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

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

5. Compensation

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

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

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

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

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

7. Reports and Information

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

8. Findings Confidential

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

9. Copyright

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

10. Deliverables

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

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

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

1. **Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is \$140,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Project Price is composed of the following Tasks:

Task #	Description	Fee ¹
1.0	Conduct all activities required for the preparation and completion of the 2025-2029 Consolidated Plan and first year Annual Action Plan	\$75,000
2.0	Undertake planning activities related to Affirmatively Furthering Fair Housing (AFFH)	\$50,000
3.0	Conduct the four-factor analysis and develop a Language Access Plan (LAP) compliant with State and/or Federal requirements.	Activities incorporated throughout the project
4.0	Conduct all activities required for the development of a Section 3 Plan	\$10,000
5.0	Review the City's Citizen Participation Plan (CPP) and advise on any required updates to meet CPP requirements as specified in 24 CFR Part 91.105	\$5,000

1.3 **Standard Reimbursable Items**: Only the reimbursable items identified in Exhibit A, C, and E (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to

¹ Fee outline is for illustrative purposes only. Milestone payments will conform with the completion of Work Schedule Payments outlined in Exhibit F (Timeline).

City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost. Lodging and meals shall be reimbursed based on the Per Diem rate for the location of travel, as outlined by the U.S. General Services Administration.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Due to the use of grant administrative funds for the contract, no markup shall be allowed.

2. [n/a]

3. [n/a]

4. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit and Exhibit F (Timeline).

Invoices shall be submitted to the below address:

City of Stockton Economic Development Department
 Attention: Economic Development Department
 400 E. Main Street, 4th Floor
 Stockton, CA 95202

EXHIBIT F**TIMELINE**

1. Contractor shall complete the requested services identified in Exhibit A as follows:

TIMELINE FOR COMPLETION OF WORK

Work Schedule Phases	Phase Cost	Description	Schedule
Phase I: Kick off & Planning	\$30,000	a) Facilitate in-person meeting to finalize deliverables & timeline (City approval 7/31) b) Obtain IDIS access for Grow America staff c) Obtain list of key stakeholders and resources d) Review existing and supplemental data e) Identify areas of alignment between Consolidated Plan, Analysis of Impediments, and current Consolidated Plan work. f) Design Survey	July 2024 – September 2024
Phase II: Community Survey, Community Meetings, Stakeholder Consultations, Focus Groups	\$60,000	a) Deploy the SurveyMonkey-based survey b) Facilitate citizen participation process c) Co-Develop (with the City) a marketing plan for community engagement d) Convene (six) Council District meetings and additional public participation events	September 2024 – October 2024

Work Schedule Phases	Phase Cost	Description	Schedule
Phase III: Draft Deliverables and Public Comments	\$30,000	a) Submit draft Consolidated Plan, Annual Action Plan, Analysis of Impediments, Section 3 Plan, and Language Access Plan to City b) Incorporate City feedback into draft to be published for public comment	October 2024 – December 2024
Phase IV: Final Deliverables and Submission to HUD	\$20,000	a) Grow America will review feedback received from staff and the public b) Feedback will be incorporated into final versions of the Consolidated Plan, Annual Action Plan, Analysis of Impediments, Section 3 Plan, and Language Access Plan for submission to HUD c) Grow America to enter Consolidated Plan and Annual Action Plan into IDIS d) City to verify IDIS entries and submit Consolidated Plan and Annual Action Plan via IDIS	January 2025 – March 2025



City of Stockton

Legislation Text

File #: 24-0650, **Version:** 1

APPROVE A RESOLUTION SUPPORTING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' (SJCOG) PURSUIT OF THE SAN JOAQUIN REGIONAL HOUSING FUND AND CITY OF STOCKTON PARTICIPATION IN PLANNING AND IMPLEMENTATION ACTIVITIES

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Supporting the San Joaquin Council of Governments' (SJCOG) pursuit of the Housing Trust Fund ("San Joaquin Regional Housing Fund Inc.).
2. Approving the City of Stockton's participation in planning and implementation activities of the San Joaquin Regional Housing Fund Inc. to accelerate housing production and housing-related initiatives.

Summary

In October 2023, the San Joaquin Council of Governments' (SJCOG) Board of Directors approved the creation of a 501 (c)(3) non-profit corporation to implement a regional housing trust fund and to develop and submit required documents to the appropriate state and federal agencies. Now known as the San Joaquin Regional Housing Fund Inc., the creation of this regional entity is intended as a tool to accelerate housing production, boost current local housing activities, and leverage other state and federal funding opportunities.

In order to keep the trust fund project moving forward in the short term, the SJCOG Board requests that each member agency adopt a resolution committing to participate in the planning and implementation of the San Joaquin Regional Housing Fund ("Fund"). As the City of Stockton is one of SJCOG's member agencies, it is recommended that City Council adopt a resolution supporting the Fund and approving of the City's participation in planning and implementation activities of the Fund which accelerate housing production and housing-related activities.

DISCUSSION

Background

In 2021, SJCOG received a Regional Early Action Planning (REAP) 1.0 grant, which funded planning activities to lead to more housing construction in San Joaquin County. After discussions with local jurisdictions and stakeholders, SJCOG staff developed four priorities for the REAP 1.0 program. One of the priorities identified was the exploration of a regional housing fund.

REAP 2.0 builds on the success of 2019's REAP 1.0 program but expands the focus by integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure that supports future housing development. REAP 2.0 activities must meet multiple state objectives by prioritizing infill development, providing housing for people of all incomes, placing housing in locations with good transportation options to reduce the need to drive, affirmatively furthering fair housing, and accelerating the implementation of existing regional and local plans to achieve these goals.

Following discussions with local jurisdictions and stakeholders, SJCOG staff developed four regional housing priorities for its REAP 2.0 program framework. SJCOG is required by California Department of Housing and Community Development (HCD) to develop regional housing priorities to qualify to receive REAP funds. One of these priorities is the establishment of a regional housing trust fund (RHTF). REAP 2.0 funds will be utilized to advance recommendations from SJCOG's RHTF Feasibility Study. Of the total, \$1 million will be used as "seed" money and/or administrative set-up for the RHTF, depending on the type and amount of philanthropic resources received.

Housing funds (HFs) are typically not the primary funding source for affordable housing. Instead, HFs often offer "gap financing" to fill the void between housing costs and available financing. Housing Trust Funds (HTFs) can offer a flexible form of financing that can be used in a wide range of investment approaches. HF financing investments include grants, low interest loans and credit guarantees. Affordable housing projects that are supported by these investments include new construction, preservation of existing housing, homeless shelters, and permanent supportive housing. Commitment of local resources can often result in making the region more attractive to other potential funders, thereby multiplying the effectiveness of the local dollars over and above the actual investment.

Present Situation

SJCOG is the leading entity in leveraging the ability to access Local Housing Trust Fund (LHTF) dollars, coordinating efforts necessary to obtain the additional match funding. On March 1, 2024, HCD awarded \$10,412,514.62 in grant funds to members through the SJCOG, making a significant milestone in our regional housing efforts. All necessary charitable documents have been developed and filed for the formation of the nonprofit public benefit corporation. Additional actions by SJCOG and the consultant team include:

- Conducting meetings with local affordable housing developers to establish a list of pipeline projects for which additional gap funding is needed.
- Hosting continued meetings with philanthropic organizations, stakeholders, and other potential funders to identify both short-term and potentially long-term funding opportunities and partnerships.
- Submitting a funding ask to the Stockton Housing Innovation Fund (SHIF) program through the San Joaquin Community Foundation (SJCF). Began establishing a non-profit partnership/joint grant application for the Community Economic Mobilization Grant Initiative (CEMI), also through SJCF.

- Developing the HCD LHTF grant application to be prepared for submittal upon release of the NOFO, which is anticipated in July 2024.
- Developing a strategic-long range funding plan to ensure future viability of the regional housing fund program.

Council-approved resolutions are needed at the time of submittal of the HCD LHTF grant application to meet the threshold requirements of the grant.

FINANCIAL SUMMARY

There is no financial impact to the General Fund with this resolution.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION SUPPORTING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS' PURSUIT OF THE SAN JOAQUIN REGIONAL HOUSING FUND AND CITY OF STOCKTON PARTICIPATION IN PLANNING AND IMPLEMENTATION ACTIVITIES

On October 26, 2023, the San Joaquin Council of Governments ("SJCOG") authorized SJCOG staff to form a non-profit public benefit corporation as an eligible regional housing trust fund applicant for available funding and matching grants to expand sources of funding for housing as described in the Guidelines adopted by the California Department of Housing and Community Development in accordance with California Health and Safety Code sections 50842.1 et seq.; and

The San Joaquin Regional Housing Fund (the "Fund") was formed and established in March 2024; and

The Fund's board of directors will be the SJCOG Board of Directors, and will carry out the responsibility for the Fund's governance and administration of the funds allocated and establishing necessary procedures to fulfill the Fund's purpose; and

The specific purpose of the Fund shall be to provide planning, financing, and other services to increase housing opportunities for extremely low-, very low-, low and moderate-income households (including individuals experiencing homelessness) to obtain decent, safe, and sanitary affordable rental and ownership housing throughout San Joaquin County, California; and

The Fund intends to fulfill its purpose through collaboration with local municipal, county and other jurisdictions, as well as the private and philanthropic sectors (collectively referred to as "Collaborators"); and

Collaborators and the Fund will assist in the provision of such planning, services and financing, leveraging and participating in local, state, federal, and private financing programs that assist extremely low-, very low-, low- and moderate-income households (including individuals experiencing homelessness) in obtaining such affordable housing; and

The Fund intends to also engage in other charitable and educational activities associated with this goal as allowed by law; and

SJCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; now, therefore,

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

1. Agrees that any participation in any application made by the San Joaquin Regional Housing Fund for available funds will be in a manner consistent with the relevant funding source requirements, public or private, the most current Guidelines adopted by the California Department of Housing and Community Development, when applicable, and San Joaquin Regional Housing Fund requirements.

2. Commits to providing documentation for completed projects that were funded in cooperation with the San Joaquin Housing Fund and other deliverables in a manner consistent with the California Department of Housing and Community Development, or other applicable fund source, and San Joaquin Regional Housing Fund requirements.

3. Agrees that prior to participating in any funding or project in coordination with the San Joaquin Regional Housing Fund that the City Council shall consider for approval a cooperative agreement between the San Joaquin Regional Housing Fund and the City.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, AND ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



City of Stockton

Legislation Text

File #: 24-0637, Version: 1

AUTHORIZE THE CITY MANAGER TO APPROVE A THREE-YEAR AGREEMENT WITH CSG CONSULTANTS, INC. FOR FIRE PLAN REVIEW SERVICES

RECOMMENDATION

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

1. Authorize the City Manager to execute a three-year agreement with CSG Consultants, Inc. to provide fire plan review services for an amount not to exceed \$210,000;
2. Approve findings that support an exception to the competitive bidding process; and
3. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

The Stockton Fire Department (SFD) requires a third-party to provide fire plan review services. On April 11, 2024, the City advertised a Request for Proposal (RFP) for qualified firms to provide fire plan review services. A selection committee evaluated all proposals received and found CSG Consultants, Inc. (CSG) to be the most qualified proponent.

It is recommended that Council approve a motion authorizing the City Manager to execute a three-year agreement with CSG for fire plan review services for a total amount not to exceed \$210,000.

DISCUSSION

Background

SFD's Fire Prevention Division works to reduce fire risk through code enforcement, fire safety education, fire investigation, and special services such as performing fire plan reviews and issuing fire code operational permits. Due to capacity constraints, Fire Prevention outsources fire plan reviews to a qualified consultant.

Fire plan reviews involve the examination and evaluation of building plans to guarantee compliance with fire safety codes, regulations, and standards. These plan reviews are essential for ensuring buildings are designed and constructed with adequate fire safety measures, reducing the risk of fire-related incidents and emergencies, and addressing potential fire hazards or safety concerns early in the planning and construction process. Fire plan reviews play a crucial role in promoting legal compliance with fire codes and regulations and contribute to emergency preparedness by ensuring that buildings are equipped with appropriate fire suppression systems, evacuation routes, and other safety measures.

SFD currently outsources fire plan review services to CSG Consultants, Inc (CSG). The current agreement with CSG expires June 30, 2024. SFD has determined a need to continue to enlist the services of a qualified consultant to provide fire plan review services.

Present Situation

On April 11, 2024, the City advertised an RFP for fire plan review services. On May 2, 2024, three (3) proposals were received from the following firms:

- Shums Coda Consultants (Pleasanton, CA)
- CSG Consultants, Inc. (Sacramento, CA)
- West Coast Code Consultants, Inc. (Kingsburg, CA)

A Selection Committee comprised of Fire Prevention staff evaluated and ranked all proposals based on each firm's qualifications, professional experience, industry expertise, capacity, and proposed price. CSG was determined to be the most qualified proponent.

CSG has a highly experienced and qualified team with a proven track record in conducting thorough and accurate fire plan reviews. Their extensive expertise in local fire codes and regulations positions them as a reliable partner in ensuring compliance and safety. Additionally, CSG has a reputation for delivering high-quality service, consistently providing thorough, accurate, and timely reviews. Furthermore, their significant resources enable them to effectively manage the City's fire plan review needs. CSG can provide onsite staff who are fully immersed in the City's processes, ensuring seamless integration with our existing systems and procedures. CSG has provided plan review services for the SFD since 2012 and their knowledge and familiarity with the City's unique needs enables them to provide responsive and tailored support.

Staff recommend entering into a three-year agreement with CSG for as-needed fire plan review services for a total amount not to exceed \$210,000.

Findings

Pursuant to SMC section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. The proposed findings include:

1. The Fire Prevention Division does not have enough qualified staff available to perform the quantity of fire plan reviews received;
2. Use of the RFP process is appropriate for this agreement because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of these criteria helps ensure selection of a vendor that will provide professional, responsive, and timely service; and
3. CSG Consultants, Inc. received the highest ranking, based on the noted criteria, and was determined to be the most qualified firm for this project.

Staff recommend entering into a three-year agreement with CSG for as-needed fire plan review services for a total amount not to exceed \$210,000.

FINANCIAL SUMMARY

Staff recommend a three-year agreement for an amount not to exceed \$210,000. The Fire Department's annual budget includes an allocation of \$70,000 for plan review services in Fire Prevention Account 4050-000-630006-220-225-20-40-000-000. Costs for the subsequent years will be budgeted in the same account and subject to council approval during the annual budget development process.

Attachment A - Fire Plan Review Services Agreement

CITY OF STOCKTON
STANDARD AGREEMENTAgreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and
CSG Consultants, Inc. ("Contractor") to provide fire plan review services
as set forth in Exhibit A to this Agreement.

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

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement,
including if authorized, reimbursement of expenses, is: \$ 210,000

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

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

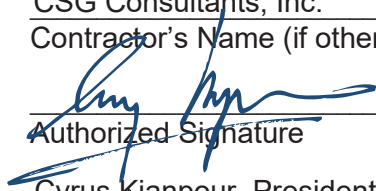
(If applicable check box) YES ☐

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

CONTRACTOR

CSG Consultants, Inc.

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



Authorized Signature

6-7-2024

Date

Cyrus Kianpour, President

Printed Name and Title of Person Signing

1303 J Street, STE 270, Sacramento, CA 95814

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 To provide on-site plan review services, on an as-needed basis, as requested by the City.

2. Project Scope

- 2.1 Contractor shall provide on-site plan review services on an as needed basis, as requested by City.
- 2.2 Contractor shall perform off-site digital plan reviews on an as needed basis, as requested by City.
- 2.3 Contractor plan reviews shall include, but are not limited to, fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems, and special hazards for all structures including but not limited to industrial/commercial buildings and single-family and multi-family complexes.
- 2.4 Contractor shall work with City permit technician and City plan check staff to provide an online application for plan submittal, tracking and approval of digital plans.
- 2.5 Contractor shall work with City permit technician and City plan check staff to provide full scanning and archiving services for all plan reviews.
- 2.6 Contractor shall work closely with local developers and other public parties on an as needed basis, as directed by City.

3. On-Site Specifications

- 3.1 Contractor shall work with City permit technician and City plan check staff to enter all electronic plans, documents, and associated exhibits and attachments into the Fire Department record management database.
 - 3.1.1 Contractor shall furnish electronic versions of plan comments conforming to City's established correction list template.
 - 3.1.1.1 Contractor shall incorporate any additional forms utilized by City into the correction comments and returned with appropriate recommendations.
- 3.2 Contractor shall provide electronic plan comments for all digital plan reviews.
- 3.3 Contractor shall work with City permit technician and City plan check staff to deliver plan check comments by email.
 - 3.3.1 Contractor's electronic review process shall be 100% PDF-based with no additional software required to view redlines.
- 3.4 Contractor shall work with City permit technician and City plan check staff to incorporate all required documents generated as a result of a modified method of

construction into the correction comments and returned with any additional feedback.

- 3.5 Contractor shall work with City permit technician and City plan check staff to provide comprehensive up-to-date online status reports for all plan reviews.
- 3.6 Contractor shall enable digital submissions with no size limitations to a web based application to retrieve comments and marked-up digital plans including redlines.
- 3.7 Contractor shall work with City permit technician and City plan check staff to track the status of all submittals and resubmittals until the plans have been approved by City.
- 3.8 Contractor shall make its best effort to meet City requested plan review times for all on-site services.
- 3.9 Contractor turnaround times for off-site services shall be as follows:
 - First Submittal 10 business days
 - First Submittal - Minor Projects 7 business days
 - Second Submittal and Subsequent Submittals 5 business days
 - Accelerated Submittal and Subsequent Submittals 5 business days
- 3.10 Contractor turnaround time may vary with the complexity and magnitude of the project.
- 3.11 Contractor shall be available to meet in-person with City and project stakeholders upon City request.
 - 3.11.1 Contractor or City may choose to utilize video conferencing via Microsoft Teams, Zoom, or other mutually agreed upon platform.
- 3.12 Contractor shall work with City permit technician and City plan check staff to offer pre-design consultation with prospective applicants at no additional cost.

4. Off-Site Specifications

- 4.1 Contractor shall scan all paper plans for building and fire plan review immediately into digital files and store them on Contractor's servers for quick and easy access by both City and Contractor.
 - 4.1.1 Contractor shall furnish electronic versions of plan comments conforming to City's established correction list template.
 - 4.1.1.1 Contractor shall incorporate any additional forms utilized by City into the correction comments and returned with appropriate recommendations.
- 4.2 Contractor shall provide electronic plan comments for all digital plan reviews.
- 4.3 Contractor shall deliver plan check comments by email.

- 4.3.1 Contractor's electronic review process shall be 100% PDF-based with no additional software required to view redlines.
- 4.4 Contractor shall incorporate all required documents generated as a result of a modified method of construction into the correction comments and returned with any additional feedback.
- 4.5 Contractor shall provide comprehensive up-to-date online status reports for all plan reviews.
- 4.6 Contractor shall enable digital submissions with no size limitations to a web based application to retrieve comments and marked-up digital plans including redlines.
- 4.7 Contractor shall track the status of all submittals and resubmittals until the plans have been approved by City.
- 4.8 Contractor shall allow City to check plan review status and comments online to view project documents and plans and communicate with Contractor.
- 4.9 Upon City request, Contractor shall provide electronic versions of digitally scanned plans and all construction-related documents.
- 4.10 Contractor shall coordinate pickup and delivery of plans and other materials to/from City via Contractor personnel or a City approved alternative service at no additional cost to the City.
- 4.11 Contractor shall make its best effort to meet City requested plan review times for all on-site services.
- 4.12 Contractor turnaround times for off-site services shall be as follows
- First Submittal 10 business days
 - First Submittal - Minor Projects 7 business days
 - Second Submittal and Subsequent Submittals 5 business days
 - Accelerated Submittal and Subsequent Submittals 5 business days
- 4.13 Contractor turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround timing, Contractor shall notify City and negotiate additional time required to ensure an appropriate level of review.
- 4.14 For any required off-site services, the number of working days associated with the plan check turnaround time shall be based on time of project submittal. The first working day shall be the day the project is received by Contractor if submitted by 3:00 PM (PSD. For a project that is received by Contractor after 3:00 PM (PST), the first working day shall be the next business day.
- 4.15 Contractor shall be available for plan check Inquiries anytime during normal business hours via phone or email, Monday through Friday, 8:00 AM to 5:00 PM (PST).

- 4.15.1 Contractor shall make their best effort to respond to City questions or requests no later than the following business day.
- 4.16 Contractor shall be available to meet in-person with City and project stakeholders upon City request.
 - 4.16.1 Contractor or City may choose to utilize video conferencing via Microsoft Teams, Zoom, or other mutually agreed upon platform.
- 4.17 Contractor shall offer pre-design consultation with prospective applicants at no additional cost

5. Internal and External Standards and Guidelines

- 5.1 Contractor shall review all plans and documents for compliance with fire codes, building codes, standards, industry regulations, and all local ordinances, including but not limited to California Fire Code, California Building Code (Volumes 1 and 2), California Residential Code, California Electrical Code, California Plumbing Code, California Mechanical Code, State Historical Building Code, California Health and Safety Code, California Existing Building Code, California Code of Regulations - Title 19, National Fire Protection Association (NFPA) Standards as published and referenced by the California Fire Code, local adopted ordinances and amendments relative to building, fire, and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies.
- 5.2 Contractor shall maintain licensed and certified fire plan reviewers.
- 5.3 Contractor shall maintain adequate staffing levels to match or adjust to changes in plan review activity to ensure responsiveness.

6. Notices

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

Contractor: CSG Consultants, Inc.
 Attn: George Apple, Fire Serv. Mngr.
 1303 J Street, Suite 270
 Sacramento, CA 95814

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

7. Key Personnel

Cyrus Kianpour - President, CSG Consultants, Inc.
 George Apple - Fire Services Manager, CSG Consultants, Inc.
 Dan Najera - Fire Services Specialist, CSG Consultants, Inc.

8. Option to Renew.

The term of the Agreement may be extended up to two (2) years by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

Exhibit B

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies

of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

Certificate Holder Address

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

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

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed

before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

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

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

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

9. Contractor's Status.

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

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

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

10. Subcontractor.

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

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

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

11. Termination.

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

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

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be

confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

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

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

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

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

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

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

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be

made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

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

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

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

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

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

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

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and

medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

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

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

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

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

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

31. Entire Agreement, Integration, and Modification.

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

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

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

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

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

3. Time for Performance.

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

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

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

4. Standard of Performance

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

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

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

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

5. Compensation

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

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

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

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

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

7. Reports and Information

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

8. Findings Confidential

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

9. Copyright

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

10. Deliverables

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

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

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

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is **\$210,000** (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

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

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

2. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for services requested of the Contractor as described in Exhibit A of this Agreement.

Task	Description	Hourly Rate
1	Fire Plan Review	\$145/hr
2	Fire Plan Review – Fire Protection Engineer	\$250/hr
3	Expedited Plan Review	\$217.50/hr
4	Expedited Plan Review – Fire Protection Engineer	\$375/hr
TOTAL Not-to-Exceed		\$210,000

3. **Annual Rate Adjustment.**

- 3.1 The Contractor's hourly rate shall be subject to an annual adjustment on July 1st of each year (the "Adjustment Date") following the contract start year.
- 3.2 The hourly rate adjustment shall be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, as published by the U.S. Bureau of Labor Statistics (the "CPI Index").
- 3.3 The percentage change in the CPI Index shall be calculated by comparing the CPI Index for the month of May immediately preceding the Adjustment Date with the CPI Index for the month of May in the previous year.
- 3.4 The Contractor's hourly rate shall be increased by a percentage equal to the percentage change in the CPI Index, subject to a minimum increase of 0% and a maximum increase of 5%.
- 3.5 The Contractor shall provide written notice, via email, to the City of the adjusted hourly rate at least 30 days prior to the Adjustment Date.
 - 3.5.1 If the Contractor fails to provide the required written notice to the City at least 30 days prior to the Adjustment Date, the Contractor forfeits the right to increase the hourly rate for that year. The Contractor may only adjust the hourly rate on the following year's Adjustment Date, subject to the same notification requirements.
- 3.6 The adjusted hourly rate shall take effect on the Adjustment Date and shall remain in effect until the next Adjustment Date, unless otherwise modified by mutual agreement of the parties.

4. **Invoice to Address.** Each invoice submitted shall identify the task(s) listed in this Exhibit for the agreed upon price listed in this Exhibit. Invoices shall be submitted electronically through the City's Vendor Self-Service portal or by emailing a copy of the invoice to fdinvoices@stocktonca.gov.

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services on an as-needed basis, as requested by the City.

EXHIBIT G
SPECIAL FUNDING TERMS AND CONDITIONS

Not Applicable – Intentionally Left Blank



City of Stockton

Legislation Text

File #: 24-0640, Version: 1

APPROVE RESOLUTION TO APPROVE THE ADOPTION OF THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2024-2025

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a publicly available pay schedule effective July 1, 2024, to provide comprehensive information on salary compensation used to determine pension amounts in retirement for all City of Stockton job classifications and make the document available on the City's website.

Summary

As a contributing member of the California Public Employees' Retirement System (CalPERS), the City of Stockton is subject to statutory and regulatory requirements for Public Agencies. The Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act of 2013 (PEPRA), and the California Code of Regulations (CCR) require that public agencies contracting with CalPERS adopt a publicly available pay schedule to provide the base information for determining pensionable compensation. The publicly available pay schedule is required to be duly approved and adopted by the governing body and made available to the public.

DISCUSSION

Background

CalPERS requires that only compensation earned as defined in Government Code Section 20636 and corresponding regulations be reported to CalPERS and considered in calculating retirement benefits. To determine the amount of "compensation earnable", a member's pay rate is limited to the amount identified on a publicly available pay schedule, 2 CCR 570.5 requires that a pay schedule must have the following:

- Be duly approved and adopted by the employer's governing body in accordance with requirement of applicable public meeting laws;
- Identifies the position title for every employee position;
- Shows the pay rate as a single amount or multiple amounts within a range for each identified position;
- Indicates the time base, including but not limited to whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly or annually;

- Be posted at the office of the employer or be immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years;
- Not reference another document in lieu of disclosing the pay rate.

Present Situation

Anytime new Memorandum of Understanding (MOU) agreements are negotiated or when wage rate/range adjustments or classification title changes are approved, staff will amend the pay schedule for City Council's consideration and approval if necessary.

FINANCIAL SUMMARY

There is no financial impact as a result of adopting this resolution.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING ADOPTION OF THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2024-2025

The City of Stockton ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

California Code of Regulations, Title 2, section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

The pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

The City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, section 570.5 to reflect changes made to certain salaries which will become effective on July 1, 2024; now, therefore,

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit 1 attached hereto and made a part hereof, is hereby adopted and amended in accordance with the requirements of California Code of Regulations, Title 2, section 570.5 effective upon the City Council's approval of Amendment to the Schedule of Salary for the Stockton City Employees' Association (SCEA), Mid-Management/Supervisory Level (B&C), Operations and Maintenance (O&M), Trades and Maintenance (T&M), Water Supervisory Unit, Stockton Fire Management Unit, Stockton Firefighters Local 456 (Fire), Stockton Police Management Association (SPMA), Stockton Police Officers' Association (SPOA), and Unrepresented Management/Confidential and Law Employees.

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SECTION 2. That the City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED and ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



2024

SALARY SCHEDULE

(Revised July 1, 2024)

THIS DOCUMENT REPRESENTS THOSE SALARIES FOR
CITY OF STOCKTON CLASSIFICATIONS IN THE

Unrepresented Management/Confidential and Law Department Employees' Compensation Plan, Fire Management Association, Stockton Fire Fighters' Local 456, Stockton Police Management Association, Stockton Police Officers' Association, Management B&C Association, Stockton City Employees' Association, and Operating Engineers' Local No. 3 (Operations and Maintenance, Supervisory Unit/Municipal Utilities Department, and Trades and Maintenance)

AS ESTABLISHED BY ACTION OF THE STOCKTON CITY
COUNCIL RESOLUTION _____

I. The Salary Step Plan

The Memorandum of Understanding for each employee bargaining unit and the Unrepresented Management/Confidential Employees' Compensation Plan contain sections dealing with the Salary Step Plan for each job classification. Please refer to the appropriate section that deals with salary practices.

II. Bargaining Units/Group Codes

01--MA	-	Unrepresented - Department Heads
02--MV	-	Unrepresented - Middle Management
03--MW	-	Unrepresented - Confidential
04--MB	-	B&C - Mid-Management Level
05--MC	-	B&C - Supervisory Level
06--MF	-	Fire Management
07--MP	-	Police Management
10--A	-	SCEA - Professional and Technical Services
15--C	-	SCEA - Administrative, Clerical and Services
16--R	-	SCEA - Fire Telecommunicators
20--F	-	Fire
25--P	-	Police
30--B	-	OE3 - Trades and Maintenance
31--BO	-	OE3 - Operations and Maintenance
32--BP	-	OE3 - Parking Attendant Services
40--EP	-	Unrepresented - Executive Personnel (City Attorney)
41--PP	-	Unrepresented - Professional Personnel (City Attorney)
42--SP	-	Unrepresented - Support Personnel (City Attorney)
70--MS	-	OE3 – Water Supervisory Unit - Municipal Utilities Department

III. Salary Provisions

The City Manager is authorized to make adjustments in classifications, including salary and benefit adjustments, to ensure comparability with similar classifications to maintain equity in the City's salary schedules as recommended by the Human Resources Department classification studies and reviews, and to incorporate changes into the Salary Schedule, as appropriate (City Council Resolution No. 2019-06-18-1502 dated June 18, 2019).

IV. Special Salary Provisions

The City Manager is authorized to fix the compensation of consultants rendering professional services, non-civil service grant funded positions, and part-time hourly employees rendering temporary service, when the City Manager deems necessary and in the best interest of the City of Stockton, provided that the compensation allowed does not, in the aggregate, exceed the total sum for professional and consultant fees in the annual budget of the City of Stockton, or funds granted to the City or by other political jurisdictions for projects upon which said professional or consultant is employed. Persons employed under these special provisions shall receive no fringe benefits except those mandated employer costs or as required by contract or grant specifications.

MUNIS GRADE	JOB CLASSIFICATION	HOURLY RATE
61B	Accountant Intern	\$16.00 up to \$25.00
50M	Adult/Youth Sports Official	\$16.10 - \$16.73 - \$17.24 - \$19.30 - \$20.07
61J	Administrative Intern	\$16.00 up to \$25.00
50N	Aquatics Assistant	\$16.10 - \$16.76 - \$17.37 - \$18.00 - \$18.54
50W	Aquatics Instructor	\$19.45 - \$20.16 - \$20.89 - \$21.64 - \$22.43
50X	Assistant Pool Manager	\$20.10 - \$21.16 - \$22.27 - \$23.45 - \$24.68
61K	Economic Development Intern	\$16.00 up to \$25.00
61M	Engineering Intern	\$16.00 up to \$25.00
61N	Evidence Technician Intern	\$16.00 up to \$25.00
61P	Legislative Intern	\$16.00 up to \$25.00
61E	Library Book Preparer	\$16.00
61F	Library Shelver	\$16.00
61H	Library Support Staff	\$20.04 - \$20.99
50O	Lifeguard	\$17.45 - \$17.99 - \$18.55 - \$19.12 - \$19.71
50T	Park Laborer	\$16.00 - \$16.60 - \$17.23 - \$17.89
55F	Parking Attendant	\$16.00 - \$16.60 - \$16.73
61Q	Planning Intern	\$16.00 up to \$25.00
61C	Police Aide I	\$16.00 - \$16.60 - \$17.23 - \$17.89
61A	Police Aide II	\$16.95 - \$17.58 - \$18.23 - \$18.92 - \$19.65 - \$20.41
50Y	Pool Manager	\$21.84 - \$22.99 - \$24.20 - \$25.47 - \$26.81
80B	Program Specialist	\$16.00 up to \$150.00
50P	Recreation Leader I	\$16.10
50Q	Recreation Leader II	\$16.10 - \$16.73
50R	Recreation Leader III	\$16.73 - \$17.24
50U	Recreation Leader IV	\$17.24 - \$17.93
50S	Recreation Leader V	\$18.56 - \$19.30 - \$20.07
55C	Safety Department Aide I	\$16.00 up to \$150.00
55D	Safety Department Aide II	\$16.60 up to \$150.00
50V	Senior Lifeguard	\$18.70 - \$19.64 - \$20.45 - \$21.07 - \$21.72
03Y	Student Worker Supervisor	\$27.00 - \$28.35 - \$29.77 - \$31.26 - \$32.82 - \$34.46
61G	Transportation Officer	\$35.45

V. Other Provisions

"Y" Rate - When an employee's job classification is changed to a lower paid job classification as the result of a classification study or other action, the employee may be placed on a "Y" rate. A "Y" rate means that the monthly base compensation for the employee shall remain in effect until such time as further changes in the salary range of the new classification exceeds the "Y" rate.

VI. Addendum

Effective July 1, 2024, the City of Stockton Salary Schedule reflects a base salary increase of three percent (3%) COLA and Market Adjustments for certain classifications in the Stockton City Employees' Association (SCEA) Unit, the Mid-Management/ Supervisory Level (B&C) Unit, and Unrepresented Management/Confidential and Law Employees' Compensation Plan, in accordance with City Council Resolution 2023-08-22-1210 adopted on August 22, 2023.

Effective July 1, 2024, the City of Stockton Salary Schedule reflects a base salary increase of two percent (2%) COLA and two percent (2%) Market Adjustment for classifications in the Firefighters' Local 456 Management Unit and the Fire Management Unit, in accordance with City Resolution 2022-07-12-1206 adopted on July 12, 2022, and amended by Resolution 2022-07-26-1222 on July 26, 2022.

Effective July 1, 2024, the City of Stockton Salary Schedule reflects a base salary increase of two percent (2%) COLA and two percent (2%) Market Adjustment for classifications in the Stockton Police Officers Association Unit and the Stockton Police Management Unit, in accordance with City Resolution 2022-07-12-1206 adopted on July 12, 2022, and amended by Resolution 2022-07-26-1222 on July 26, 2022.

Effective July 1, 2024, the City of Stockton Salary Schedule reflects a base salary increase of three percent (3%) COLA for classifications in the Water Supervisory Unit, in accordance with City Council Resolution 2023-09-12-1203, adopted on September 12, 2023.

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Accountant I	A	SCEA	No	No	1BN	5,894.80	6,195.66	6,513.28	6,847.58	7,198.64	7,566.42	-	-	-
Accountant II	A	SCEA	No	No	1BM	6,479.74	6,811.84	7,161.70	7,527.74	7,914.46	8,318.88	-	-	-
Accounting Manager	MV	UNREP MAN	Yes	Yes	C02	10,859.00	11,430.08	12,653.92	13,319.42	13,353.52	14,030.76	-	-	-
Administrative Aide I	A	SCEA	No	No	1AJ1	4,978.98	5,234.28	5,501.76	5,784.06	6,079.88	6,391.90	-	-	-
Administrative Aide I (Confidential)	MW	UNREP	Yes	No	D03	4,978.98	5,234.28	5,501.76	5,784.06	6,079.88	6,391.90	-	-	-
Administrative Aide II	A	SCEA	No	No	10M1	5,507.70	5,790.42	6,087.26	6,398.22	6,727.22	7,071.60	-	-	-
Administrative Aide II (Confidential)	MW	UNREP	Yes	No	E03	5,507.70	5,790.42	6,087.26	6,398.22	6,727.22	7,071.60	-	-	-
Administrative Analyst I	A	SCEA	No	No	1CD	5,473.68	5,754.36	6,048.36	6,358.76	6,683.96	7,027.02	-	-	-
Administrative Analyst I (Confidential)	MW	UNREP	No	No	F03	5,342.02	5,615.96	5,902.90	6,205.82	6,523.18	6,857.98	-	-	-
Administrative Analyst I (Grant- funded)	MW	UNREP	No	No	F031	5,342.02	5,615.96	5,902.90	6,205.82	6,523.18	6,857.98	-	-	-
Administrative Analyst II	A	SCEA	No	Yes	1CC	6,211.58	6,530.44	6,865.26	7,215.98	7,586.98	7,975.40	-	-	-
Administrative Analyst II (Confidential)	MW	UNREP	No	Yes	G03	6,211.58	6,530.44	6,865.26	7,215.98	7,586.98	7,975.40	-	-	-
Administrative Analyst II (Grant- funded)	MW	UNREP	No	Yes	G031	6,211.58	6,530.44	6,865.26	7,215.98	7,586.98	7,975.40	-	-	-
Agenda Coordinator	MW	UNREP	No	No	03L	4,426.80	4,653.72	4,891.94	5,142.66	5,405.98	5,683.00	-	-	-
Animal Services Assistant I	C	SCEA	No	No	152	3,632.59	3,818.14	4,013.83	4,219.68	4,435.64	4,663.23	-	-	-
Animal Services Assistant II	C	SCEA	No	No	153	4,002.25	4,208.06	4,422.62	4,650.20	4,887.95	5,138.70	-	-	-
Animal Services Officer	C	SCEA	No	No	154	4,434.20	4,660.52	4,899.04	5,151.34	5,414.34	5,692.62	-	-	-
Animal Services Supervisor	MC	B&C	No	No	05W	5,913.56	6,217.10	6,535.52	6,870.22	7,222.56	7,592.50	-	-	-
Arborist	MC	B&C	No	Yes	5BZ	5,998.68	6,306.74	6,629.34	6,969.12	7,327.42	7,701.62	-	-	-
Architect	MC	B&C	No	Yes	05M	6,348.12	6,673.24	7,015.06	7,374.88	7,752.68	8,149.74	-	-	-
Assessment District Program Coordinator	A	SCEA	No	Yes	1DA	6,769.78	7,116.16	7,481.68	7,865.00	8,267.50	8,690.52	-	-	-
Assistant Architect	A	SCEA	No	Yes	10E	-	-	6,679.66	7,022.76	7,382.58	7,760.40	-	-	-
Assistant Chief Financial Officer	MV	UNREP MAN	Yes	Yes	2AA1	12,418.12	13,038.80	13,690.46	14,374.70	15,093.12	15,847.48	-	-	-
Assistant City Attorney	EP	UNREP MAN	Yes	Yes	40B	14,399.96	15,119.66	15,875.30	16,668.74	17,501.82	18,376.58	-	-	-
Assistant City Auditor	MV	UNREP MAN	Yes	Yes	02I	8,218.00	8,639.24	9,081.80	9,546.92	10,035.88	10,549.90	-	-	-
Assistant City Clerk	MV	UNREP MAN	Yes	Yes	02M	7,342.42	7,718.98	8,113.76	8,529.52	8,967.70	9,426.84	-	-	-
Assistant City Traffic Engineer	MC	B&C	No	Yes	05A1	9,419.94	9,902.62	10,409.70	10,943.76	11,503.50	12,093.02	-	-	-
Assistant Civil Engineer	A	SCEA	No	Yes	1BA1	-	-	8,346.66	8,774.84	9,224.66	9,697.44	-	-	-
Assistant Director of Community Development	MV	UNREP MAN	Yes	Yes	024	12,697.56	13,348.22	14,032.20	14,741.18	15,504.26	16,295.08	-	-	-
Assistant Director of Economic Development	MV	UNREP MAN	Yes	Yes	02Y1	11,142.50	11,699.42	12,284.16	12,898.10	13,542.72	14,219.56	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Assistant Director of Human Resources	MV	UNREP MAN	Yes	Yes	02Y2	11,142.50	11,699.42	12,284.16	12,898.10	13,542.72	14,219.56	-	-	-
Assistant Director of MUD	MV	UNREP MAN	Yes	Yes	2AA2	12,986.18	13,635.24	14,316.70	15,032.26	15,783.52	16,572.40	-	-	-
Assistant Engineer	A	SCEA	No	Yes	1BQ1	-	-	8,106.06	8,521.42	8,957.44	9,417.00	-	-	-
Assistant Engineer/Traffic	A	SCEA	No	Yes	1BQ2	-	-	7,608.82	7,998.72	8,408.00	8,839.38	-	-	-
Assistant Landscape Architect	A	SCEA	No	Yes	1BF	5,198.00	5,464.00	5,744.16	6,038.42	6,348.12	6,673.24	-	-	-
Assistant Planner	A	SCEA	No	Yes	1BP	5,756.56	6,051.44	6,361.44	6,687.88	7,030.74	7,391.48	-	-	-
Assistant to the City Manager	MA	UNREP MAN	Yes	Yes	01N	9,604.60	10,096.04	10,613.84	11,157.94	11,729.60	12,330.14	-	-	-
Assistant Traffic Engineer	A	SCEA	No	Yes	1BA2	-	-	8,346.66	8,774.84	9,224.66	9,697.44	-	-	-
Associate Civil Engineer	MC	B&C	No	Yes	05G1	8,527.70	8,964.86	9,423.92	9,906.28	10,414.68	10,947.76	-	-	-
Associate Engineer	MC	B&C	No	Yes	05L1	8,070.34	8,484.80	8,919.40	9,375.62	9,856.26	10,361.36	-	-	-
Associate Engineer/Mechanical	MC	B&C	No	Yes	05L2	7,575.32	7,964.34	8,372.30	8,800.50	9,251.70	9,725.82	-	-	-
Associate Engineer/Traffic	MC	B&C	No	Yes	05L3	7,575.32	7,964.34	8,372.30	8,800.50	9,251.70	9,725.82	-	-	-
Associate Mechanical Engineer	MC	B&C	No	Yes	05G2	8,406.08	8,837.00	9,289.52	9,764.98	10,266.14	10,791.62	-	-	-
Associate Planner	A	SCEA	No	Yes	10D1	6,682.20	7,025.48	7,384.50	7,763.16	8,161.46	8,579.42	-	-	-
Associate Traffic Engineer	MC	B&C	No	Yes	05G3	8,406.08	8,837.00	9,289.52	9,764.98	10,266.14	10,791.62	-	-	-
Audit Assistant I	MW	UNREP	Yes	No	03P	3,461.46	3,639.48	3,825.04	4,021.86	4,227.46	4,444.36	-	-	-
Audit Assistant II	MW	UNREP	Yes	No	03M1	4,308.96	4,529.62	4,761.54	5,006.02	5,261.78	5,531.34	-	-	-
Auditor (Confidential)	MW	UNREP	No	Yes	03V1	5,116.36	5,378.38	5,654.20	5,943.80	6,248.44	6,569.40	-	-	-
Auto Painter Repair Worker	B	T&M	No	No	3BG	5,370.88	5,646.92	5,937.12	6,242.34	6,563.16	-	-	-	-
Benefits Analyst	MW	UNREP	No	Yes	1BC	5,373.34	5,649.16	5,938.76	6,242.18	6,563.12	6,899.10	-	-	-
Bookmobile Driver/Circulation Assistant	C	SCEA	No	No	11B	4,026.66	4,233.74	4,449.60	4,678.56	4,917.72	5,170.04	-	-	-
Budget Analyst I (Confidential)	MW	UNREP	Yes	No	S03	6,067.24	6,370.60	6,689.12	7,023.58	7,374.76	7,743.52	-	-	-
Budget Analyst II (Confidential)	MW	UNREP	Yes	Yes	H03	7,160.20	7,518.18	7,894.10	8,288.82	8,703.26	9,138.44	-	-	-
Budget Officer	MV	UNREP MAN	Yes	Yes	2AA3	12,418.12	13,038.80	13,690.46	14,374.70	15,093.12	15,847.48	-	-	-
Building Permit Technician	A	SCEA	No	No	1BH	4,915.30	5,167.14	5,431.86	5,709.46	6,002.46	6,309.58	-	-	-
Chemist	BO	O&M	No	Yes	31Y	5,574.26	5,853.84	6,146.32	6,453.06	6,775.32	-	-	-	-
Chief Financial Officer	MA	UNREP MAN	Yes	Yes	01S	14,552.94	15,332.66	16,128.30	16,979.74	17,875.04	18,818.14	-	-	-
Chief of Police	MA	UNREP PS	Yes	Yes	01B	17,785.04	18,677.52	19,652.08	20,642.74	21,713.68	22,823.92	-	-	-
Chief Plant Operator - Wastewater	MV	UNREP MAN	Yes	Yes	A021	10,645.30	11,191.62	11,765.80	12,367.88	13,001.20	13,668.82	-	-	-
Chief Plant Operator - Water	MV	UNREP MAN	Yes	Yes	A022	10,645.30	11,191.62	11,765.80	12,367.88	13,001.20	13,668.82	-	-	-
Chief Water Systems Operator	MV	UNREP MAN	Yes	Yes	A023	10,645.30	11,191.62	11,765.80	12,367.88	13,001.20	13,668.82	-	-	-
Circulation Assistant I	C	SCEA	No	No	C15	3,654.74	3,841.44	4,038.30	4,245.42	4,462.72	4,691.68	-	-	-
Circulation Assistant II	C	SCEA	No	No	B15	4,026.66	4,233.74	4,449.60	4,678.56	4,917.72	5,170.04	-	-	-
City Attorney	EP	UNREP MAN	Yes	Yes	40A	24,102.00	-	-	-	-	-	-	-	-
City Auditor	MA	UNREP MAN	Yes	Yes	01W	10,086.04	10,602.54	11,146.66	11,717.08	12,317.60	12,943.22	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
City Clerk	MA	UNREP MAN	Yes	Yes	01X	15,139.97	-	-	-	-	-	-	-	-
City Council Member	EL	ELECTED OFFICIALS	No	Yes	50B	2,447.04	-	-	-	-	-	-	-	-
City Manager	CM	UNREP MAN	Yes	Yes	00A	26,857.10	-	-	-	-	-	-	-	-
City Traffic Engineer	MB	B&C	Yes	Yes	4AE	10,411.38	10,944.72	11,505.00	12,094.84	12,714.22	13,356.74	-	-	-
Code Analyst	A	SCEA	No	Yes	10K	5,569.38	5,854.66	6,154.08	6,470.20	6,801.74	7,149.98	-	-	-
Code Enforcement Assistant	A	SCEA	No	No	1AR	3,893.70	4,092.86	4,303.62	4,523.36	4,755.92	4,998.84	-	-	-
Code Enforcement Field Manager	MC	B&C	No	Yes	5BW	8,337.64	8,764.54	9,214.26	9,686.86	10,182.24	10,704.02	-	-	-
Code Enforcement Officer I	A	SCEA	No	No	1AE	5,141.74	5,404.96	5,682.22	5,973.60	6,279.04	6,601.36	-	-	-
Code Enforcement Officer II	A	SCEA	No	No	1CN	5,693.50	5,984.88	6,291.68	6,614.04	6,953.24	7,309.34	-	-	-
Code Enforcement Supervisor	MC	B&C	No	No	5BY	6,639.54	6,980.50	7,337.60	7,713.69	8,110.28	8,524.41	-	-	-
Collection Systems Operator (Entry Level)	BO	O&M	No	No	31N	4,803.92	5,043.14	5,296.20	-	-	-	-	-	-
Collection Systems Operator (Journey Level)	BO	O&M	No	No	31N1	-	-	-	5,560.34	5,838.26	6,130.04	-	-	-
Collection Systems Supervisor	MS	WATER SUP	No	No	70D	6,339.32	6,663.04	7,005.34	7,363.44	7,741.54	8,138.30	-	-	-
Combination Inspector I	A	SCEA	No	No	1AA	5,395.50	5,670.88	5,962.46	6,267.54	6,588.80	6,926.28	-	-	-
Combination Inspector II	A	SCEA	No	No	10P	5,934.62	6,238.28	6,558.02	6,893.94	7,247.30	7,618.12	-	-	-
Community & Cultural Services Superintendent	MB	B&C	Yes	Yes	04H1	8,393.28	8,824.00	9,276.70	9,751.40	10,250.70	10,777.14	-	-	-
Community Development Technician	A	SCEA	No	No	1AH	5,033.50	5,291.04	5,561.86	5,847.40	6,146.16	6,461.12	-	-	-
Community Engagement Coordinator	MW	UNREP	Yes	Yes	P03	7,251.72	7,622.58	8,013.12	8,424.74	8,856.02	9,309.78	-	-	-
Community Relations Officer	MV	UNREP MAN	Yes	Yes	02B	11,142.52	11,699.42	12,284.16	12,898.10	13,542.74	14,219.54	-	-	-
Community Service Officer I	C	SCEA	No	No	15M	4,128.48	4,339.96	4,562.34	4,796.88	5,042.28	5,301.24	-	-	-
Community Service Officer II	C	SCEA	No	No	15V	4,544.48	4,777.80	5,022.26	5,280.58	5,551.44	5,834.76	-	-	-
Computer Operations & Maintenance Supervisor	MC	B&C	No	Yes	05Q1	6,098.82	6,411.06	6,740.04	7,085.72	7,448.10	7,829.76	-	-	-
Computer Operator I	C	SCEA	No	No	15N1	3,548.00	3,730.46	3,920.68	4,122.42	4,333.18	4,555.50	-	-	-
Computer Operator II	C	SCEA	No	No	15H	4,109.58	4,320.30	4,541.36	4,773.94	5,019.38	5,276.40	-	-	-
Construction Services Superintendent	MB	B&C	Yes	Yes	04B	11,141.16	11,712.96	12,312.58	12,943.82	13,606.68	14,294.30	-	-	-
Contract Compliance Specialist	MW	UNREP	Yes	No	03F	5,384.66	5,660.46	5,950.06	6,254.72	6,575.66	6,912.90	-	-	-
Craft Maintenance Supervisor	MC	B&C	No	Yes	05V	5,687.60	5,978.02	6,285.16	6,606.42	6,945.68	7,301.60	-	-	-
Craft Maintenance Worker I	B	T&M	No	No	3AA	4,022.90	4,229.68	4,447.10	4,675.66	4,916.00	-	-	-	-
Craft Maintenance Worker II	B	T&M	No	No	30J1	4,932.80	5,186.36	5,452.90	5,733.20	6,027.92	-	-	-	-
Crime Analyst	A	SCEA	No	No	10O	5,938.88	6,242.78	6,562.46	6,899.34	7,253.38	7,624.66	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Customer Service Assistant	C	SCEA	No	No	15X	3,797.16	3,991.82	4,195.78	4,411.78	4,637.10	4,874.42	-	-	-
Data Entry Operator I	C	SCEA	No	No	15T1	3,138.08	3,298.70	3,467.06	3,645.68	3,832.02	4,028.62	-	-	-
Data Entry Operator II	C	SCEA	No	No	15P1	3,464.46	3,641.80	3,828.16	4,024.76	4,230.36	4,447.54	-	-	-
Data Entry Specialist	C	SCEA	No	No	15U	4,044.02	4,252.20	4,469.38	4,698.12	4,939.68	5,192.88	-	-	-
Deferred Compensation Specialist	MW	UNREP	No	Yes	03S	4,621.14	4,858.08	5,106.32	5,368.34	5,642.92	5,932.50	-	-	-
Department Finance Officer	MV	UNREP MAN	Yes	Yes	0231	10,127.62	10,633.80	11,165.24	11,723.30	12,309.20	12,924.40	-	-	-
Deputy Building Official	MB	B&C	Yes	Yes	042	9,814.54	10,317.94	10,846.20	11,402.28	11,986.14	12,600.70	-	-	-
Deputy Chief of Police I	MV	UNREP PS	Yes	Yes	02U	15,130.16	15,926.16	16,764.32	17,646.32	18,574.98	19,552.36	-	-	-
Deputy Chief of Police II	MV	UNREP PS	Yes	Yes	02X	16,081.06	16,927.08	17,817.92	18,755.36	19,742.36	20,781.18	-	-	-
Deputy City Attorney (16 step salary range)	PP	UNREP MAN	Yes	Yes	41A	6,961.80	7,317.84	7,692.70	8,087.62	8,501.36	8,937.64	9,395.22	9,876.68	10,383.18
						10,914.72	11,473.84	12,061.84	12,679.92	13,320.54	14,010.12	14,724.72	-	-
Deputy City Auditor I	MW	UNREP	Yes	No	03T	5,240.48	5,510.02	5,792.06	6,089.22	6,400.14	6,728.60	-	-	-
Deputy City Auditor II	MW	UNREP	Yes	Yes	03W	6,400.14	6,728.60	7,073.36	7,435.70	7,816.84	8,218.00	-	-	-
Deputy City Clerk I	MW	UNREP	Yes	No	03Q	3,850.14	4,046.78	4,254.22	4,472.38	4,701.32	4,942.50	-	-	-
Deputy City Clerk II	MW	UNREP	Yes	No	T03	4,234.10	4,451.86	4,678.82	4,919.60	5,171.10	5,436.40	-	-	-
Deputy City Manager I	MA	UNREP MAN	Yes	Yes	01Y	11,228.44	11,789.66	12,378.86	12,997.56	13,647.12	14,329.22	-	-	-
Deputy City Manager II	MA	UNREP MAN	Yes	Yes	01P	17,130.18	17,969.24	18,849.04	19,772.40	20,741.98	21,757.82	-	-	-
Deputy Community Development Director/Building & Life Safety	MB	B&C	Yes	Yes	4AC	11,783.46	12,387.16	13,021.64	13,689.64	14,385.54	15,124.82	-	-	-
Deputy Community Development Director/Engineering & Transportation Planning	MB	B&C	Yes	Yes	4AD	11,543.54	12,134.96	12,756.48	13,410.88	14,092.66	14,816.88	-	-	-
Deputy Community Development Director/Planning & Engineering	MB	B&C	Yes	Yes	04D	11,707.16	12,306.94	12,937.28	13,600.94	14,292.36	15,026.84	-	-	-
Deputy Director of Community Services - City Librarian	MB	B&C	Yes	Yes	04O1	9,846.56	10,350.40	10,881.22	11,439.02	12,025.10	12,640.76	-	-	-
Deputy Director of Community Services - Recreation	MB	B&C	Yes	Yes	04O2	9,846.56	10,350.40	10,881.22	11,439.02	12,025.10	12,640.76	-	-	-
Deputy Director of Human Resources	MV	UNREP MAN	Yes	Yes	021	10,108.36	10,613.56	11,144.02	11,700.98	12,285.80	12,899.82	-	-	-
Deputy Fire Chief I	MV	UNREP MAN	Yes	Yes	02Z	12,648.94	13,288.10	13,975.94	14,680.42	15,443.86	16,229.06	-	-	-
Deputy Fire Chief II	MV	UNREP PS	Yes	Yes	020	14,937.46	15,723.64	16,551.20	17,422.32	18,339.26	19,304.52	-	-	-
Deputy Housing Director	MB	B&C	Yes	Yes	04O3	9,844.72	10,348.46	10,879.16	11,436.88	12,022.86	12,638.42	-	-	-
Deputy MUD Director/Engineering & Department Services (PE)	MB	B&C	Yes	Yes	04U1	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-
Deputy MUD Director/Maintenance & Collection Systems	MB	B&C	Yes	Yes	04A1	11,370.84	11,953.02	12,566.42	13,208.38	13,878.94	14,593.68	-	-	-
Deputy MUD Director/Maintenance & Collection Systems (PE)	MB	B&C	Yes	Yes	4AA1	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Deputy MUD Director/Wastewater	MB	B&C	Yes	Yes	04U2	11,370.84	11,953.02	12,566.42	13,208.38	13,878.94	14,593.68	-	-	-
Deputy MUD Director/Wastewater (PE)	MB	B&C	Yes	Yes	4AB1	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-
Deputy MUD Director/Water	MB	B&C	Yes	Yes	04A2	11,370.84	11,953.02	12,566.42	13,208.38	13,878.94	14,593.68	-	-	-
Deputy MUD Director/Water & Sewer (PE)	MB	B&C	Yes	Yes	4AB2	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-
Deputy MUD Director/Water (PE)	MB	B&C	Yes	Yes	4AA2	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-
Deputy Public Works Director	MB	B&C	Yes	Yes	04A3	11,751.94	12,353.62	12,987.56	13,651.04	14,344.08	15,082.76	-	-	-
Deputy Public Works Director (PE)	MB	B&C	Yes	Yes	4AA3	12,344.78	12,977.42	13,642.42	14,331.68	15,073.54	15,842.40	-	-	-
Deputy Public Works Director/City Engineer	MB	B&C	Yes	Yes	4AA4	11,760.70	12,363.42	12,996.92	13,653.60	14,360.36	15,092.82	-	-	-
Deputy Redevelopment Director	MB	B&C	Yes	Yes	04O4	9,844.72	10,348.46	10,879.16	11,436.88	12,022.86	12,638.42	-	-	-
Director of Community Development	MA	UNREP MAN	Yes	Yes	01T1	14,029.12	14,729.58	15,465.22	16,238.62	17,051.08	17,902.58	-	-	-
Director of Community Services	MA	UNREP MAN	Yes	Yes	01T2	14,029.12	14,729.58	15,465.22	16,238.62	17,051.08	17,902.58	-	-	-
Director of Economic Development	MA	UNREP MAN	Yes	Yes	01T3	14,228.18	14,938.60	15,684.66	16,469.04	17,293.02	18,156.60	-	-	-
Director of Human Resources	MA	UNREP MAN	Yes	Yes	01T4	14,029.12	14,729.58	15,465.22	16,238.62	17,051.08	17,902.58	-	-	-
Director of Information Technology	MA	UNREP MAN	Yes	Yes	01T5	14,385.34	15,103.60	15,857.90	16,650.96	17,484.02	18,357.16	-	-	-
Director of Library Services	MA	UNREP MAN	Yes	Yes	01C2	11,753.46	12,355.20	12,980.84	13,651.54	14,341.08	15,085.78	-	-	-
Director of Municipal Utilities	MA	UNREP MAN	Yes	Yes	01U1	14,745.62	15,482.60	16,256.42	17,068.90	17,921.96	18,817.70	-	-	-
Director of Performance and Data Analytics	MA	UNREP MAN	Yes	Yes	04O5	11,142.52	11,699.42	12,284.16	12,898.10	13,542.74	14,219.54	-	-	-
Director of Public Works	MA	UNREP MAN	Yes	Yes	01U2	14,745.62	15,482.60	16,256.42	17,068.90	17,921.96	18,817.70	-	-	-
Dispatcher	B	T&M	No	No	30Z	4,100.16	4,310.96	4,532.52	4,765.52	5,010.44	-	-	-	-
Diversity, Equity, and Inclusion Officer	MW	UNREP	Yes	Yes	03H	9,844.72	10,348.46	10,879.16	11,436.88	12,022.86	12,638.42	-	-	-
Economic Development Analyst	A	SCEA	No	Yes	1BV	6,518.06	6,851.62	7,202.46	7,572.16	7,960.80	8,368.28	-	-	-
Electrical Technician (Entry Level)	BO	O&M	No	No	31H	6,056.96	6,368.26	-	-	-	-	-	-	-
Electrical Technician (Journey Level)	BO	O&M	No	No	31H1	-	-	6,695.56	7,039.76	-	-	-	-	-
Electrician I	B	T&M	No	No	3BM	4,593.22	4,829.32	5,077.56	5,338.54	5,612.94	-	-	-	-
Electrician II	B	T&M	No	No	3BN	6,319.84	6,644.70	6,986.20	7,345.34	7,722.86	-	-	-	-
Emergency Manager	MB	B&C	No	Yes	041	8,442.28	8,875.48	9,330.84	9,808.32	10,310.50	10,840.00	-	-	-
EMS Transport Technician (Tier A)	F	FIRE	No	No	20F	4,445.36	4,672.80	4,911.98	5,164.14	5,427.98	5,706.14	5,998.62	-	-
EMS Transport Technician (Tier B)	F	FIRE	No	No	20G	3,643.38	3,829.22	4,025.48	4,232.18	4,449.24	4,676.72	4,917.18	-	-
Engineering Aide	A	SCEA	No	No	1AU	3,893.94	4,093.16	4,303.84	4,524.56	4,756.70	5,000.36	-	-	-
Engineering Services Manager	MB	B&C	Yes	Yes	04T	11,222.34	11,797.18	12,401.10	13,036.86	13,704.50	14,397.04	-	-	-
Engineering Technician I	A	SCEA	No	No	1AG	5,092.68	5,354.10	5,627.68	5,916.08	6,219.28	6,538.68	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Engineering Technician II	A	SCEA	No	No	1AC	5,359.52	5,633.04	5,922.80	6,226.02	6,545.40	6,879.62	-	-	-
Environmental and Sustainability Officer	MV	UNREP MAN	Yes	Yes	02O	9,844.72	10,348.46	10,879.16	11,436.88	12,022.86	12,638.42	-	-	-
Environmental Control Officer (Entry Level)	BO	O&M	No	No	31J1	5,894.40	6,189.34	-	-	-	-	-	-	-
Environmental Control Officer (Journey Level)	BO	O&M	No	No	31J2	-	-	6,498.96	6,823.26	-	-	-	-	-
Equipment Service Worker	B	T&M	No	No	30Y1	4,187.14	4,402.40	4,628.68	4,866.56	5,116.70	-	-	-	-
Events Coordinator	MC	B&C	No	Yes	05N	6,177.04	6,502.14	6,844.36	7,204.59	7,583.79	7,982.93	-	-	-
Events Manager	MB	B&C	No	Yes	04X	8,393.28	8,823.99	9,276.70	9,751.40	10,250.70	10,777.14	-	-	-
Events Technician I	A	SCEA	No	No	10Z	3,942.99	4,150.52	4,368.97	4,598.92	4,840.97	5,095.75	-	-	-
Events Technician II	A	SCEA	No	No	10Z1	4,727.10	4,975.90	5,237.79	5,513.47	5,803.62	6,109.11	-	-	-
Evidence Technician I	A	SCEA	No	No	1AS	4,793.50	5,039.54	5,296.80	5,568.44	5,854.46	6,153.24	-	-	-
Evidence Technician II	A	SCEA	No	No	1BE	5,274.06	5,544.54	5,829.32	6,126.80	6,441.84	6,771.16	-	-	-
Executive Assistant (Confidential)	MW	UNREP	Yes	No	0331	5,672.25	5,955.98	6,253.78	6,568.23	6,899.83	7,245.14	-	-	-
Executive Assistant (Legal)	SP	UNREP	Yes	No	42C	5,672.25	5,955.98	6,253.78	6,568.23	6,899.83	7,245.14	-	-	-
Executive Assistant (Human Resources)	MW	UNREP	Yes	No	5BE	6,563.00	6,893.75	7,241.72	7,607.24	7,990.99	8,392.20	-	-	-
Executive Assistant to the City Attorney	SP	UNREP	Yes	No	42B	6,951.91	7,302.71	7,667.59	8,054.33	8,459.39	8,882.36	-	-	-
Executive Assistant to the City Manager	MW	UNREP	Yes	No	030	6,951.91	7,302.71	7,667.59	8,054.33	8,459.39	8,882.36	-	-	-
Executive Assistant to the Mayor	MW	UNREP	Yes	Yes	332	6,253.11	6,568.66	6,897.99	7,242.96	7,605.79	7,989.11	-	-	-
Facilities Maintenance Supervisor	MC	B&C	No	No	5AC	5,162.04	5,425.46	5,704.30	5,996.02	6,303.12	6,626.98	-	-	-
Facilities Maintenance Worker I	B	T&M	No	No	3BO	3,344.40	3,516.30	3,697.04	3,887.06	4,086.88	4,296.90	4,517.82	-	-
Facilities Maintenance Worker II	B	T&M	No	No	3BP	4,007.96	4,213.96	4,430.58	4,658.26	4,897.74	-	-	-	-
Facilities Maintenance Worker III	B	T&M	No	No	3BQ	4,419.30	4,646.46	4,885.24	5,136.34	5,400.32	-	-	-	-
Facilities Manager	MB	B&C	Yes	Yes	04Z1	8,276.76	8,701.66	9,146.80	9,616.50	10,109.32	10,626.72	-	-	-
Facility Aide	B	T&M	No	No	3AK	3,011.52	3,166.30	3,329.06	3,500.16	3,680.08	3,869.24	4,068.16	-	-
Finance Assistant I	C	SCEA	No	No	156	3,725.64	3,916.80	4,117.08	4,329.04	4,550.12	4,782.88	-	-	-
Finance Assistant II	C	SCEA	No	No	157	3,971.42	4,175.56	4,388.86	4,613.82	4,850.50	5,098.86	-	-	-
Finance Officer	MV	UNREP MAN	Yes	Yes	02L	10,488.24	11,026.30	11,590.60	12,185.48	12,809.58	13,465.72	-	-	-
Fire Battalion Chief	MF	FIRE MAN	No	No	06E	10,973.74	11,537.60	12,129.02	12,752.68	13,406.94	14,096.44	-	-	-
Fire Battalion Chief - Admin	MF	FIRE MAN	No	No	06F	10,342.26	10,873.76	11,431.24	12,019.04	12,635.76	13,285.64	-	-	-
Fire Battalion Chief (22 years)	MF	FIRE MAN	No	No	06G	11,152.62	11,725.70	12,326.74	12,960.54	13,625.46	14,326.20	-	-	-
Fire Battalion Chief (22 years) - Admin	MF	FIRE MAN	No	No	06H	10,510.86	11,051.02	11,617.58	12,214.96	12,841.74	13,502.22	-	-	-
Fire Captain	F	FIRE	No	No	20I	8,606.82	9,049.34	9,513.66	10,002.56	10,516.20	11,057.40	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Fire Captain - Admin	F	FIRE	No	No	20J	8,111.28	8,528.42	8,966.04	9,426.94	9,911.08	10,421.22	-	-	-
Fire Captain (22 years)	F	FIRE	No	No	20K	9,359.88	9,841.18	10,346.06	10,877.82	11,436.40	12,024.92	-	-	-
Fire Captain (22 years) - Admin	F	FIRE	No	No	20L	8,821.02	9,274.66	9,750.60	10,251.78	10,778.28	11,333.06	-	-	-
Fire Chief	MA	UNREP PS	Yes	Yes	01R	16,857.62	17,744.86	18,678.80	19,661.92	20,696.74	21,786.06	-	-	-
Fire Department Administrative Manager	MV	UNREP MAN	Yes	Yes	02A	9,114.86	9,570.58	10,049.14	10,551.58	11,079.16	11,631.94	-	-	-
Fire Fighter	F	FIRE	No	No	20Q	5,660.28	5,951.38	6,257.62	6,578.94	6,918.10	7,273.76	7,647.28	8,039.98	8,453.36
Fire Fighter - Admin	F	FIRE	No	No	20R	5,333.98	5,608.38	5,897.02	6,199.90	6,519.62	6,854.86	7,206.92	7,577.08	7,966.68
Fire Fighter (22 years)	F	FIRE	No	No	20S	6,472.14	6,805.16	7,154.58	7,523.46	7,910.24	8,316.44	8,743.48	9,193.00	-
Fire Fighter (22 years) - Admin	F	FIRE	No	No	20T	6,099.12	6,413.02	6,741.60	7,090.08	7,454.66	7,837.52	8,240.10	8,663.78	-
Fire Fighter Engineer	F	FIRE	No	No	20M	7,537.52	7,924.30	8,332.68	8,759.86	9,210.14	9,683.46	-	-	-
Fire Fighter Engineer - Admin	F	FIRE	No	No	20N	7,103.36	7,467.94	7,852.90	8,255.56	8,679.96	9,125.84	-	-	-
Fire Fighter Engineer (22 years)	F	FIRE	No	No	20O	8,197.06	8,617.66	9,061.84	9,526.34	10,015.98	10,530.76	-	-	-
Fire Fighter Engineer (22 years) - Admin	F	FIRE	No	No	20P	7,724.90	8,121.40	8,540.04	8,977.94	9,439.46	9,924.38	-	-	-
Fire Fighter Trainee	F	FIRE	No	No	20U	5,660.26	-	-	-	-	-	-	-	-
Fire Prevention Inspector I	A	SCEA	No	No	1CF	5,295.98	5,567.10	5,852.68	6,152.82	6,467.40	6,799.40	-	-	-
Fire Prevention Inspector II	A	SCEA	No	No	1CG	5,864.30	6,164.42	6,480.44	6,812.48	7,161.84	7,528.60	-	-	-
Fire Telecommunications Supervisor (40 hour work week)	MC	B&C	No	No	5AV	7,644.97	8,037.15	8,447.51	8,881.07	9,336.11	9,814.37	-	-	-
Fire Telecommunications Supervisor (56 hour work week)	MC	B&C	No	No	5AG	7,644.49	8,036.63	8,447.01	8,880.46	9,335.53	9,813.76	-	-	-
Fire Telecommunications/ CAD Coordinator	MC	B&C	No	No	5AA	8,375.28	8,804.44	9,255.74	9,731.13	10,228.69	10,754.01	-	-	-
Fire Telecommunicator Call Taker	C	SCEA	No	No	5AZ	4,576.32	4,805.06	5,045.16	5,297.30	5,562.08	5,840.06	-	-	-
Fire Telecommunicator I (40 hour work week)	R	SCEA	No	No	16D	6,024.56	6,333.26	6,658.24	6,999.44	7,356.87	7,733.84	-	-	-
Fire Telecommunicator I (56 hour work week)	R	SCEA	No	No	16B	6,024.36	6,333.07	6,657.97	6,999.17	7,356.58	7,733.52	-	-	-
Fire Telecommunicator II (40 hour work week)	R	SCEA	No	No	16C	6,689.39	7,032.62	7,392.99	7,770.52	8,168.68	8,587.40	-	-	-
Fire Telecommunicator II (56 hour work week)	R	SCEA	No	No	16A	6,666.41	7,008.44	7,367.56	7,743.83	8,140.59	8,557.86	-	-	-
Firearms Examiner	MW	UNREP	Yes	No	N03	6,682.22	7,015.70	7,366.74	7,734.08	8,121.44	8,526.42	-	-	-
Fleet Equipment Parts Assistant	B	T&M	No	No	3BH	4,311.88	4,533.52	4,766.54	5,011.58	5,269.18	-	-	-	-
Fleet Manager	MB	B&C	Yes	Yes	04Z2	8,276.76	8,701.66	9,146.80	9,616.50	10,109.32	10,626.72	-	-	-
Fleet Operations Coordinator	MC	B&C	No	No	05R	7,048.56	7,409.66	7,788.84	8,188.84	8,608.28	9,048.56	-	-	-
Geographic Information Systems Administrator	MC	B&C	No	Yes	05Q2	6,098.82	6,411.06	6,740.04	7,085.72	7,448.10	7,829.76	-	-	-

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CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Geographic Information Systems Analyst I	A	SCEA	No	No	1CU	5,725.96	6,018.68	6,328.14	6,652.64	6,992.22	7,351.86	-	-	-
Geographic Information Systems Analyst II	A	SCEA	No	No	10V	7,042.04	7,404.00	7,782.62	8,181.26	8,601.60	9,041.94	-	-	-
Geographic Information Systems Manager	MB	B&C	Yes	Yes	04M1	7,156.40	7,523.92	7,909.46	8,314.24	8,740.86	9,188.08	-	-	-
Geographic Information Systems Specialist I	A	SCEA	No	No	1AO	5,316.50	5,588.32	5,875.64	6,176.96	6,492.26	6,826.18	-	-	-
Geographic Information Systems Specialist II	A	SCEA	No	No	1AF	5,850.42	6,150.54	6,466.44	6,796.54	7,145.62	7,512.06	-	-	-
Geographic Information Systems Supervisor	MC	B&C	No	Yes	5BP	8,094.34	8,509.58	8,945.14	9,403.92	9,884.50	10,391.22	-	-	-
Golf Professional	A	SCEA	No	Yes	10Y	4,875.44	5,126.04	5,388.18	5,664.48	5,954.88	6,259.46	-	-	-
Graffiti Abatement Technician	B	T&M	No	No	3AY	4,655.82	4,895.10	5,146.74	5,411.24	5,689.42	5,980.80	6,289.30	-	-
Grants Analyst	A	SCEA	No	Yes	1BP1	5,756.56	6,051.44	6,361.44	6,687.88	7,030.74	7,391.48	-	-	-
Heating, Ventilation & Air Conditioning Mechanic	B	T&M	No	No	30D	5,916.96	6,221.12	6,540.88	6,877.10	7,230.58	-	-	-	-
Housing Director	MA	UNREP MAN	Yes	Yes	01C3	11,753.46	12,355.20	12,980.84	13,651.54	14,341.08	15,085.78	-	-	-
Housing Financial Advisor	A	SCEA	No	No	1CK	5,098.44	5,360.48	5,634.62	5,923.54	6,227.26	6,545.72	-	-	-
Housing Program Supervisor	MC	B&C	No	Yes	05F	6,917.40	7,272.06	7,644.72	8,036.66	8,447.88	8,880.96	-	-	-
Human Resources Analyst I	MW	UNREP	Yes	No	03N1	5,468.06	5,747.20	6,042.38	6,352.24	6,676.80	7,020.04	-	-	-
Human Resources Analyst II	MW	UNREP	Yes	Yes	Q031	6,558.12	6,895.34	7,248.90	7,620.00	8,011.16	8,421.12	-	-	-
Human Resources Assistant I	MW	UNREP	No	No	035	3,431.24	3,607.52	3,791.84	3,986.86	4,191.18	4,406.26	-	-	-
Human Resources Assistant II	MW	UNREP	No	No	036	3,781.16	3,974.82	4,177.84	4,392.86	4,617.28	4,855.00	-	-	-
Human Resources Specialist	MW	UNREP	No	No	0371	4,421.80	4,648.72	4,886.96	5,137.68	5,400.92	5,676.76	-	-	-
Human Resources Technician	MW	UNREP	No	No	038	4,923.86	5,176.18	5,441.74	5,720.58	6,012.74	6,320.82	-	-	-
Hydrant Worker	BO	O&M	No	No	31U	3,836.26	4,033.42	4,240.76	4,458.74	4,687.90	-	-	-	-
Industrial Electrical Apprentice	B	T&M	No	No	3AX	4,464.16	4,693.62	4,934.92	5,188.50	-	-	-	-	-
Information Technology Interdepartmental Coordinator	A	SCEA	No	No	1BR	5,281.54	5,552.68	5,836.64	6,136.10	6,449.64	6,781.16	-	-	-
Information Technology Officer	MV	UNREP MAN	Yes	Yes	02Y3	11,142.50	11,699.42	12,284.16	12,898.10	13,542.72	14,219.56	-	-	-
Information Technology Supervisor	MC	B&C	No	Yes	5BQ	8,342.72	8,770.70	9,219.64	9,692.52	10,187.86	10,710.08	-	-	-
Instrument Repair Technician	B	T&M	No	No	30C1	5,535.12	5,819.62	6,118.72	6,433.28	6,763.90	-	-	-	-
Internal Auditor I	MW	UNREP	Yes	Yes	03V2	5,116.36	5,378.38	5,654.20	5,943.80	6,248.44	6,569.40	-	-	-
Internal Auditor II	MW	UNREP	Yes	Yes	039	5,654.20	5,943.80	6,248.44	6,569.40	6,905.38	7,260.18	-	-	-
Janitor	B	T&M	No	No	3AI	3,609.04	3,794.52	3,989.58	4,194.62	4,410.24	-	-	-	-
Junior Engineer	A	SCEA	No	Yes	1BL1	-	-	7,009.74	7,369.54	7,746.58	8,143.76	-	-	-
Junior Engineer/Traffic	A	SCEA	No	Yes	1BL2	-	-	6,579.78	6,917.50	7,271.40	7,644.22	-	-	-

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CITY OF STOCKTON
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JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Laboratory Supervisor	MS	WATER SUP	No	Yes	70H	7,421.90	7,793.00	8,182.92	8,591.60	9,020.38	9,471.70	-	-	-
Laboratory Technician	BO	O&M	No	No	31M	4,685.82	4,919.32	5,165.68	5,423.58	5,695.58	-	-	-	-
Landfill Scale Operator	B	T&M	No	No	3AD1	3,944.00	4,146.70	4,359.86	4,583.98	4,819.58	-	-	-	-
Legal Secretary	SP	UNREP	Yes	No	42H	4,766.56	5,011.06	5,266.82	5,537.60	5,820.94	6,119.30	-	-	-
Liability Claims Investigator I	MV	UNREP MAN	Yes	Yes	02O1	7,216.32	7,586.14	7,974.78	8,383.50	8,813.50	9,264.86	-	-	-
Liability Claims Investigator II	MV	UNREP MAN	Yes	Yes	02J1	8,135.26	8,552.76	8,991.54	9,451.66	9,935.58	10,445.84	-	-	-
Librarian I	A	SCEA	No	No	1AJ2	4,876.84	5,126.90	5,388.88	5,665.40	5,955.14	6,260.76	-	-	-
Librarian II	A	SCEA	No	No	1CP	5,784.00	6,080.82	6,393.10	6,719.50	7,063.86	7,426.26	-	-	-
Librarian Trainee	A	SCEA	No	No	1AK	4,433.32	4,660.34	4,899.22	5,150.00	5,413.94	5,691.12	-	-	-
Library Aide I	C	SCEA	No	No	15T2	3,138.08	3,298.70	3,467.06	3,645.68	3,832.02	4,028.62	-	-	-
Library Aide II	C	SCEA	No	No	15P2	3,464.46	3,641.80	3,828.16	4,024.76	4,230.36	4,447.54	-	-	-
Library Assistant I	C	SCEA	No	No	15K1	3,726.62	3,916.80	4,117.28	4,329.32	4,550.34	4,784.22	-	-	-
Library Assistant II	C	SCEA	No	No	15F	4,316.48	4,537.50	4,770.08	5,014.24	5,271.24	5,541.10	-	-	-
Library Building Maintenance Supervisor	MC	B&C	No	No	5AF1	4,915.30	5,167.14	5,431.86	5,709.46	6,002.46	6,309.58	-	-	-
Library Driver/Clerk	C	SCEA	No	No	15Q	3,382.24	3,555.72	3,736.90	3,928.38	4,130.12	4,342.16	-	-	-
Library Manager	MC	B&C	No	Yes	5BB	7,323.48	7,698.70	8,093.20	8,508.28	8,943.90	9,401.38	-	-	-
Mail Courier	C	SCEA	No	No	15S1	3,220.32	3,384.80	3,558.28	3,740.76	3,932.22	4,133.98	-	-	-
Maintenance Repair Technician I	B	T&M	No	No	3BJ	4,158.16	4,371.92	4,596.60	4,832.90	5,081.28	5,342.52	5,617.08	-	-
Maintenance Repair Technician II	B	T&M	No	No	3BI	4,655.82	4,895.10	5,146.74	5,411.24	5,689.42	5,980.80	6,289.30	-	-
Maintenance Worker I	B	T&M	No	No	3AG	3,314.28	3,484.66	3,663.74	3,852.10	4,050.08	4,258.28	4,477.12	-	-
Maintenance Worker II	B	T&M	No	No	3AD2	3,944.00	4,146.70	4,359.86	4,583.98	4,819.58	-	-	-	-
Management Assistant (Confidential)	MW	UNREP	Yes	No	03C	6,477.88	6,810.10	7,158.62	7,525.98	7,910.88	8,317.06	-	-	-
Management Information Systems Manager	MB	B&C	Yes	Yes	04M2	7,156.40	7,523.92	7,909.46	8,314.24	8,740.86	9,188.08	-	-	-
Managing Director of Events and Parking	MV	UNREP MAN	Yes	Yes	D02	11,753.46	12,355.20	12,980.84	13,651.54	14,341.08	15,085.78	-	-	-
Materials Specialist	B	T&M	No	No	3AO	4,130.28	4,342.54	4,565.78	4,800.46	5,047.22	-	-	-	-
Materials Supervisor	MC	B&C	No	Yes	05S	6,728.00	7,082.10	7,454.82	7,847.22	8,260.22	8,694.96	-	-	-
Mayor	EL	ELECTED OFFICIALS	No	Yes	50A	7,540.30	-	-	-	-	-	-	-	-
Mayor's Senior Policy Advisor	MW	UNREP	Yes	Yes	M031	7,799.72	8,199.74	8,619.38	9,061.68	9,525.08	10,014.20	-	-	-
Mechanic I	B	T&M	No	No	3AV	4,808.90	5,056.08	5,315.96	5,589.22	5,876.50	-	-	-	-
Mechanic II (Heavy)	B	T&M	No	No	30N1	5,324.82	5,598.52	5,886.30	6,188.86	6,506.94	-	-	-	-
Mechanic II (Light)	B	T&M	No	No	30N2	5,324.82	5,598.52	5,886.30	6,188.86	6,506.94	-	-	-	-
Mechanic III (Heavy)	B	T&M	No	No	3AU1	5,872.50	6,174.32	6,491.66	6,825.34	7,176.14	-	-	-	-
Mechanic III (Light)	B	T&M	No	No	3AU2	5,872.50	6,174.32	6,491.66	6,825.34	7,176.14	-	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Mechanical Maintenance Apprentice	B	T&M	No	No	30V	4,251.58	4,470.12	4,699.88	4,941.48	-	-	-	-	-
Mechanical Maintenance Worker I	B	T&M	No	No	30R	4,464.16	4,693.62	4,934.92	5,188.50	5,454.86	-	-	-	-
Mechanical Maintenance Worker II	B	T&M	No	No	30J2	4,932.80	5,186.36	5,452.90	5,733.20	6,027.92	-	-	-	-
Medium Equipment Operator	B	T&M	No	No	30S	4,375.58	4,600.52	4,836.96	5,085.62	5,347.00	-	-	-	-
Microbiologist	BO	O&M	No	Yes	31G	5,989.72	6,290.10	6,604.40	6,934.00	7,280.28	-	-	-	-
Micro-Computer Section Supervisor	MC	B&C	No	Yes	05U	6,137.18	6,451.16	6,781.48	7,129.46	7,495.10	7,878.42	-	-	-
Network Support Analyst I	A	SCEA	No	No	1CJ	5,698.88	5,990.24	6,298.26	6,621.22	6,959.22	7,317.16	-	-	-
Network Support Analyst II	A	SCEA	No	No	1CI	7,008.18	7,368.38	7,745.20	8,141.90	8,560.18	8,998.42	-	-	-
Network Support Services Supervisor	MC	B&C	No	Yes	5BT	7,578.00	7,966.78	8,374.56	8,804.08	9,254.00	9,728.42	-	-	-
Occupational Health & Safety Compliance Specialist	MS	WATER SUP	No	Yes	70E	5,801.32	6,098.10	6,410.84	6,739.72	7,084.68	7,447.18	-	-	-
Office Assistant I	C	SCEA	No	No	15S2	3,286.16	3,454.00	3,631.04	3,817.24	4,012.62	4,218.50	-	-	-
Office Assistant I (Confidential)	MW	UNREP	No	No	I03	3,220.32	3,384.80	3,558.28	3,740.76	3,932.22	4,133.98	-	-	-
Office Assistant I (Grant-funded)	MW	UNREP	No	No	I031	3,220.32	3,384.80	3,558.28	3,740.76	3,932.22	4,133.98	-	-	-
Office Assistant I (Legal)	SP	UNREP	No	No	42F	3,220.32	3,384.80	3,558.28	3,740.76	3,932.22	4,133.98	-	-	-
Office Assistant II	C	SCEA	No	No	15N2	3,613.92	3,799.78	3,993.52	4,199.00	4,413.68	4,640.10	-	-	-
Office Assistant II (Confidential)	MW	UNREP	No	No	J03	3,548.00	3,730.46	3,920.68	4,122.42	4,333.18	4,555.50	-	-	-
Office Assistant II (Grant-funded)	MW	UNREP	No	No	J031	3,548.00	3,730.46	3,920.68	4,122.42	4,333.18	4,555.50	-	-	-
Office Assistant II (Legal)	SP	UNREP	No	No	42E	3,548.00	3,730.46	3,920.68	4,122.42	4,333.18	4,555.50	-	-	-
Office of Violence Prevention Director	MA	UNREP MAN	Yes	Yes	A04	14,029.12	14,729.58	15,465.22	16,238.62	17,051.08	17,902.58	-	-	-
Office Specialist	C	SCEA	No	No	15E1	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Office Specialist (Confidential)	MW	UNREP	No	No	K031	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Office Specialist (Grant-funded)	MW	UNREP	No	No	K034	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Office Specialist (Legal)	SP	UNREP	No	No	42G	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Office Technician	C	SCEA	No	No	150	4,832.72	5,080.56	5,341.72	5,614.84	5,902.68	6,205.14	-	-	-
Outreach Supervisor	MW	UNREP	Yes	Yes	03G1	5,471.66	5,752.54	6,047.44	6,356.40	6,683.22	7,025.34	-	-	-
Outreach Worker	MW	UNREP	Yes	No	03Z	4,128.92	4,340.88	4,563.02	4,796.54	5,042.78	5,300.48	-	-	-
Paralegal	SP	UNREP	Yes	No	42I	5,938.74	6,235.56	6,547.20	6,874.42	7,217.98	7,578.72	-	-	-
Park Aide	B	T&M	No	No	3AB	2,431.66	2,553.22	2,680.80	2,814.76	2,955.48	-	-	-	-
Park Facility Planner	MC	B&C	No	Yes	5BK	8,338.64	8,766.54	9,216.34	9,687.96	10,183.96	10,706.96	-	-	-
Parking District Supervisor	MC	B&C	No	No	5CD	5,426.66	5,705.10	5,996.42	6,304.46	6,626.74	6,967.04	-	-	-
Parking Enforcement Officer	C	SCEA	No	No	150	3,608.12	3,793.30	3,987.72	4,191.40	4,407.00	4,633.18	-	-	-
Parks Equipment Operator	B	T&M	No	No	30X	4,212.94	4,429.48	4,657.16	4,896.56	5,148.24	-	-	-	-
Parks Manager	MB	B&C	Yes	Yes	04H2	8,393.28	8,824.00	9,276.70	9,751.40	10,250.70	10,777.14	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Parks Supervisor	MC	B&C	No	No	5AH	5,426.02	5,704.16	5,996.32	6,302.62	6,625.86	6,966.04	-	-	-
Payroll Supervisor	MC	B&C	No	Yes	5CG	6,728.00	7,082.10	7,454.82	7,847.22	8,260.22	8,694.96	-	-	-
Plan Check Engineer	MC	B&C	No	Yes	5AB	8,531.64	8,968.80	9,428.80	9,911.54	10,418.50	10,952.52	-	-	-
Plan Checker I	A	SCEA	No	No	10H	6,235.04	6,553.72	6,890.38	7,242.50	7,613.90	8,004.54	-	-	-
Plan Checker II	A	SCEA	No	No	10D2	6,865.76	7,218.44	7,587.32	7,976.38	8,385.64	8,815.08	-	-	-
Planning Manager	MB	B&C	Yes	Yes	04C	9,750.92	10,251.32	10,776.18	11,328.36	11,909.30	12,519.00	-	-	-
Planning Technician I	A	SCEA	No	No	1CL	4,597.56	4,833.44	5,081.06	5,340.36	5,614.38	5,903.00	-	-	-
Planning Technician II	A	SCEA	No	No	1CX	5,010.70	5,267.12	5,536.68	5,820.94	6,118.36	6,431.92	-	-	-
Plant Maintenance Machinist	BO	O&M	No	No	31F	6,004.20	6,304.28	6,619.54	6,950.04	7,298.52	-	-	-	-
Plant Maintenance Mechanic (Entry Level)	BO	O&M	No	No	31I1	6,149.50	6,457.34	-	-	-	-	-	-	-
Plant Maintenance Mechanic (Journey Level)	BO	O&M	No	No	31I2	-	-	6,780.08	7,119.16	-	-	-	-	-
Plant Maintenance Supervisor	MS	WATER SUP	No	No	70J	6,957.60	7,312.88	7,688.56	8,081.58	8,496.58	8,932.02	-	-	-
Plant Maintenance Worker	BO	O&M	No	No	31Q	4,415.18	4,637.06	4,868.40	5,110.90	5,367.62	-	-	-	-
Plant Operations Supervisor	MS	WATER SUP	No	No	3BT	7,939.84	8,357.50	8,796.58	9,260.12	9,748.14	10,260.64	-	-	-
Plant Operator (Entry Level)	BO	O&M	No	No	31L	5,329.02	5,594.62	5,874.56	-	-	-	-	-	-
Plant Operator (Journey Level)	BO	O&M	No	No	31L1	-	-	-	6,168.86	6,476.06	6,800.52	-	-	-
Plant Operator Apprentice	B	T&M	No	No	3AH	4,340.86	4,564.00	4,798.58	5,045.22	5,304.54	-	-	-	-
Plant Operator-in-Training	BO	O&M	No	No	31P	5,096.52	5,358.48	5,633.92	5,923.48	6,227.96	-	-	-	-
Police Captain	MP	SPMA	No	Yes	07B	13,461.54	14,150.78	14,875.78	15,638.20	16,439.76	17,280.48	-	-	-
Police Court Coordinator	A	SCEA	No	No	1CB	5,267.10	5,536.96	5,821.08	6,119.40	6,431.88	6,761.46	-	-	-
Police Lieutenant	MP	SPMA	No	Yes	07C	11,667.82	12,266.84	12,894.84	13,555.16	14,249.48	14,979.58	-	-	-
Police Officer	P	SPOA	No	No	25D	7,476.28	7,860.44	8,265.28	8,688.82	9,136.82	9,605.38	-	-	-
Police Officer Recruit	P	SPOA	No	No	25C1	6,339.58	-	-	-	-	-	-	-	-
Police Officer Trainee	P	SPOA	No	No	25C2	6,339.58	-	-	-	-	-	-	-	-
Police Planning Analyst	MC	B&C	No	No	05I	6,639.84	6,980.34	7,337.58	7,714.12	8,108.64	8,524.96	-	-	-
Police Records Assistant I	C	SCEA	No	No	15R	3,785.98	3,979.16	4,184.18	4,398.00	4,623.68	4,859.68	-	-	-
Police Records Assistant II	C	SCEA	No	No	15S	4,145.82	4,359.06	4,581.28	4,817.04	5,063.30	5,323.04	-	-	-
Police Records Assistant III	C	SCEA	No	No	15W	4,562.92	4,795.94	5,042.78	5,300.40	5,573.30	5,858.48	-	-	-
Police Records Supervisor	MC	B&C	No	No	5CH	5,660.74	5,950.66	6,255.82	6,576.22	6,913.30	7,268.40	-	-	-
Police Sergeant	P	SPOA	No	No	25A	9,012.14	9,476.50	9,961.90	10,474.06	11,012.94	11,578.60	-	-	-
Police Services Administrator	MV	UNREP MAN	Yes	Yes	0233	13,332.12	14,014.72	14,732.74	15,487.82	16,281.68	17,114.30	-	-	-
Police Services Manager	MB	B&C	No	Yes	04W	8,818.42	9,270.96	9,746.58	10,245.34	10,769.90	11,323.02	-	-	-
Police Telecommunications Supervisor	MC	B&C	No	No	5AW	7,615.28	8,005.94	8,414.71	8,846.59	9,299.87	9,776.24	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Police Telecommunicator Call Taker	C	SCEA	No	No	E15	4,622.66	4,859.17	5,107.89	5,370.11	5,644.51	5,933.74	-	-	-
Police Telecommunicator I	C	SCEA	No	No	158	6,031.13	6,340.19	6,665.50	7,007.06	7,364.90	7,742.27	-	-	-
Police Telecommunicator II	C	SCEA	No	No	159	6,666.30	7,008.34	7,367.48	7,743.70	8,140.48	8,557.78	-	-	-
Principal Civil Engineer	MB	B&C	Yes	Yes	04V	11,136.68	11,707.74	12,307.88	12,938.66	13,601.48	14,299.24	-	-	-
Principal Economic Development Analyst	MV	UNREP MAN	Yes	Yes	02F1	7,216.32	7,586.14	7,974.78	8,383.50	8,813.50	9,264.86	-	-	-
Procurement Manager	MB	B&C	Yes	Yes	4AH	9,416.48	9,887.08	10,381.22	10,900.08	11,444.86	12,016.86	-	-	-
Procurement Officer	MA	UNREP MAN	Yes	Yes	01C1	12,399.18	13,025.02	13,676.68	14,367.06	15,089.50	15,847.48	-	-	-
Procurement Specialist I	A	SCEA	No	No	1AN	4,705.14	4,946.30	5,199.50	5,465.98	5,745.82	6,040.32	-	-	-
Procurement Specialist II	A	SCEA	No	No	1CM	5,194.16	5,460.62	5,740.48	6,033.62	6,342.80	6,667.90	-	-	-
Program Manager I	MC	B&C	No	Yes	5AQ	7,251.72	7,622.58	8,013.12	8,424.74	8,856.02	9,309.78	-	-	-
Program Manager II	MC	B&C	No	Yes	5AP	8,086.18	8,500.62	8,936.10	9,394.08	9,875.92	10,381.64	-	-	-
Program Manager II (Confidential)	MW	UNREP	Yes	Yes	L03	8,086.18	8,500.62	8,936.10	9,394.08	9,875.92	10,381.64	-	-	-
Program Manager III	MV	UNREP MAN	Yes	Yes	02J2	8,135.26	8,552.76	8,991.54	9,451.66	9,935.58	10,445.84	-	-	-
Project Manager I	A	SCEA	No	No	1BD	5,883.44	6,185.88	6,502.84	6,835.50	7,186.64	7,554.84	-	-	-
Project Manager II	A	SCEA	No	Yes	1BK	6,185.88	6,502.84	6,835.50	7,186.64	7,554.84	7,941.46	-	-	-
Project Manager III	A	SCEA	No	Yes	1BJ	6,502.84	6,835.50	7,186.64	7,554.84	7,941.46	8,347.80	-	-	-
Property Clerk	C	SCEA	No	No	151	4,449.44	4,678.30	4,916.80	5,169.80	5,434.08	5,712.88	-	-	-
Property Room Supervisor	MC	B&C	No	No	5CC	6,376.16	6,702.72	7,046.44	7,407.34	7,787.00	8,186.96	-	-	-
Public Information Officer I	MW	UNREP	Yes	No	03G2	5,724.48	6,018.34	6,326.86	6,650.08	6,992.02	7,349.94	-	-	-
Public Information Officer II	MW	UNREP	Yes	Yes	M032	7,799.72	8,199.74	8,619.38	9,061.68	9,525.08	10,014.20	-	-	-
Public Safety Information Systems Analyst	A	SCEA	No	No	11A	7,841.88	8,244.62	8,666.16	9,111.24	9,578.24	10,068.74	-	-	-
Public Works Field Specialist	A	SCEA	No	No	1CS	5,537.60	5,820.94	6,119.30	6,432.76	6,762.46	7,108.48	-	-	-
Public Works Heavy Equipment Operator	B	T&M	No	No	3BA1	5,646.22	5,936.44	6,241.58	6,562.40	6,899.70	-	-	-	-
Public Works Inspector	A	SCEA	No	No	1CE	6,150.90	6,465.66	6,797.08	7,145.22	7,511.44	7,895.80	-	-	-
Public Works Maintenance Worker I	B	T&M	No	No	3AJ	3,495.40	3,675.06	3,863.96	4,062.56	4,271.38	4,490.92	4,721.78	-	-
Public Works Maintenance Worker II	B	T&M	No	No	3AF	4,256.58	4,475.32	4,705.38	4,947.24	5,201.50	-	-	-	-
Public Works Safety/Training Officer	B	T&M	No	No	3BA2	5,646.22	5,936.44	6,241.58	6,562.40	6,899.70	-	-	-	-
Public Works Supervisor	MC	B&C	No	No	5AL	7,659.97	8,053.05	8,465.28	8,899.57	9,355.99	9,834.44	-	-	-
Public Works Supervisor/Electrical	MC	B&C	No	No	5BM	7,242.50	7,613.90	8,004.54	8,414.48	8,846.24	9,298.56	-	-	-
Quality Improvement Coordinator	MC	B&C	No	Yes	5CE	8,135.26	8,552.76	8,991.54	9,451.66	9,935.58	10,445.84	-	-	-
Real Property Agent I	A	SCEA	No	No	1AI	5,739.24	6,033.00	6,342.22	6,666.92	7,008.60	7,367.30	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Real Property Agent II	A	SCEA	No	No	10U	6,301.98	6,624.70	6,964.88	7,321.18	7,696.40	8,092.10	-	-	-
Records Research Specialist	MW	UNREP	Yes	No	03M2	4,590.54	4,825.62	5,072.70	5,333.16	5,605.62	5,892.78	-	-	-
Records Specialist	C	SCEA	No	No	15E2	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Recreation Assistant I	C	SCEA	No	No	15P3	3,690.86	3,879.80	4,078.32	4,287.78	4,506.80	4,738.18	-	-	-
Recreation Assistant II	C	SCEA	No	No	15K2	3,970.14	4,172.76	4,386.32	4,612.24	4,847.70	5,096.86	-	-	-
Recreation Manager	MB	B&C	Yes	Yes	04H3	8,393.28	8,824.00	9,276.70	9,751.40	10,250.70	10,777.14	-	-	-
Recreation Program Coordinator	A	SCEA	No	No	1BT	5,033.52	5,291.82	5,562.94	5,848.24	6,147.64	6,462.48	-	-	-
Recreation Supervisor	MC	B&C	No	No	5CA	5,996.94	6,304.90	6,627.42	6,967.10	7,325.30	7,699.36	-	-	-
Recycling Specialist	A	SCEA	No	No	1AW	5,291.82	5,562.94	5,848.24	6,147.64	6,462.48	6,794.02	-	-	-
Regulatory Compliance Officer	MS	WATER SUP	No	Yes	70A	7,237.60	7,608.72	7,998.60	8,408.56	8,839.86	9,292.42	-	-	-
Reprographics/Mailroom Supervisor	MC	B&C	No	No	5AE	5,217.28	5,484.56	5,766.00	6,061.56	6,372.54	6,698.94	-	-	-
Reprographics/Mailroom Technician I	C	SCEA	No	No	15S3	3,430.76	3,605.98	3,790.82	3,985.20	4,189.18	4,404.12	-	-	-
Reprographics/Mailroom Technician II	C	SCEA	No	No	15K3	3,795.16	3,988.84	4,193.00	4,408.94	4,634.02	4,872.20	-	-	-
Revenue Assistant I	C	SCEA	No	No	15Z	3,681.66	3,870.56	4,068.42	4,277.90	4,496.38	4,726.40	-	-	-
Revenue Assistant II	C	SCEA	No	No	15G	3,924.50	4,126.28	4,337.02	4,559.34	4,793.24	5,038.64	-	-	-
Revenue Collector	C	SCEA	No	No	15D1	4,532.36	4,764.96	5,009.10	5,266.10	5,535.96	5,818.66	-	-	-
Revenue Officer	MB	B&C	Yes	Yes	4AI	10,023.86	10,551.44	11,106.78	11,691.34	12,306.68	12,954.40	-	-	-
Revenue Supervisor	MC	B&C	No	No	5BJ	5,763.58	6,059.28	6,368.66	6,695.88	7,038.12	7,399.56	-	-	-
Risk Analyst I	MW	UNREP	Yes	No	03N2	5,468.06	5,747.20	6,042.38	6,352.24	6,676.80	7,020.04	-	-	-
Risk Analyst II	MW	UNREP	Yes	Yes	Q032	6,882.56	7,236.52	7,607.56	7,997.00	8,407.52	8,837.78	-	-	-
Risk Manager/Safety Officer	MV	UNREP MAN	Yes	Yes	02T	8,940.32	9,387.18	9,856.36	10,348.94	10,866.18	11,409.26	-	-	-
Risk/Loss Control Officer	MC	B&C	No	No	5BX	6,883.00	7,236.04	7,607.06	7,997.50	8,407.40	8,838.24	-	-	-
Risk/Loss Control Specialist	MW	UNREP	Yes	No	0372	4,421.80	4,648.72	4,886.96	5,137.68	5,400.92	5,676.76	-	-	-
Secretary	C	SCEA	No	No	15E3	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Secretary (Confidential)	MW	UNREP	No	No	K032	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Secretary (Grant-funded)	MW	UNREP	No	No	K035	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Senior Accountant	A	SCEA	No	No	1BO	7,268.54	7,639.66	8,031.74	8,443.28	8,875.78	9,330.70	-	-	-
Senior Administrative Analyst	MC	B&C	No	Yes	5BU	7,799.72	8,199.74	8,619.38	9,061.68	9,525.08	10,014.20	-	-	-
Senior Administrative Analyst (Confidential)	MW	UNREP	No	Yes	M033	7,799.72	8,199.74	8,619.38	9,061.68	9,525.08	10,014.20	-	-	-
Senior Administrative Analyst (Grant-funded)	MW	UNREP	No	Yes	M034	7,799.72	8,199.74	8,619.38	9,061.68	9,525.08	10,014.20	-	-	-
Senior Animal Services Officer	C	SCEA	No	No	15C	4,920.28	5,171.34	5,437.42	5,715.76	6,007.76	6,316.12	-	-	-
Senior Budget Analyst (Confidential)	MV	UNREP MAN	Yes	Yes	029	8,533.38	8,960.06	9,408.04	9,878.48	10,372.38	10,891.00	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Senior Civil Engineer	MC	B&C	No	Yes	05A2	9,813.90	10,316.78	10,845.06	11,401.46	11,984.60	12,598.76	-	-	-
Senior Code Enforcement Officer	A	SCEA	No	No	1CO	5,985.73	6,292.61	6,614.98	6,954.26	7,310.40	7,684.87	-	-	-
Senior Collection Systems Operator	BO	O&M	No	No	31X	-	-	-	-	-	-	6,437.04	6,757.82	-
Senior Collection Systems Supervisor	MS	WATER SUP	No	Yes	70C	7,359.76	7,735.94	8,133.18	8,550.02	8,987.86	9,448.34	-	-	-
Senior Combination Inspector	A	SCEA	No	No	10J1	6,363.18	6,689.02	7,031.28	7,391.32	7,770.54	8,168.90	-	-	-
Senior Community Development Technician	A	SCEA	No	No	1CV	5,692.56	5,984.64	6,291.02	6,613.26	6,951.36	7,308.10	-	-	-
Senior Community Service Officer	MC	B&C	No	No	5BH	5,044.98	5,303.42	5,575.18	5,860.28	6,160.04	6,475.76	-	-	-
Senior Deputy City Auditor	MW	UNREP	Yes	Yes	03X	7,073.36	7,435.70	7,816.84	8,218.00	8,639.24	9,081.80	-	-	-
Senior Deputy City Clerk	MW	UNREP	Yes	No	031	5,707.26	5,999.88	6,307.66	6,630.64	6,970.30	7,326.62	-	-	-
Senior Economic Development Analyst	MC	B&C	No	Yes	5AO	8,033.70	8,444.70	8,878.78	9,332.88	9,811.62	10,313.44	-	-	-
Senior Economic Development Analyst (Confidential)	MW	UNREP	Yes	Yes	03B	8,033.70	8,444.70	8,878.78	9,332.88	9,811.62	10,313.44	-	-	-
Senior Electrical Inspector	A	SCEA	No	No	10J2	5,972.86	6,278.72	6,599.98	6,937.96	7,293.90	7,667.84	-	-	-
Senior Electrical Technician	BO	O&M	No	No	3BL	-	-	-	-	7,816.78	8,218.56	-	-	-
Senior Electrician	B	T&M	No	No	3BV	6,948.72	7,305.90	7,681.38	8,076.20	8,491.30	#REF!	-	-	-
Senior Engineering Technician	A	SCEA	No	No	10R	5,940.30	6,244.88	6,564.28	6,901.18	7,254.24	7,626.20	-	-	-
Senior Environmental Control Officer	BO	O&M	No	No	31C	-	-	-	-	7,163.68	7,521.70	-	-	-
Senior Evidence Technician	A	SCEA	No	No	1AB	5,800.10	6,096.28	6,409.74	6,737.28	7,082.02	7,445.62	-	-	-
Senior Facilities Maintenance Supervisor	MC	B&C	No	No	5AY	6,673.24	7,015.06	7,374.88	7,752.68	8,149.74	8,567.38	-	-	-
Senior Facilities Maintenance Worker	B	T&M	No	No	3BU	5,032.76	5,291.42	5,563.40	5,849.36	6,150.00	-	-	-	-
Senior Finance Assistant	C	SCEA	No	No	A15	4,586.52	4,821.88	5,068.96	5,329.04	5,602.12	5,888.22	-	-	-
Senior Geographic Information Systems Analyst	A	SCEA	No	No	10C	8,091.86	8,507.48	8,942.46	9,401.72	9,883.58	10,389.74	-	-	-
Senior Geographic Information Systems Specialist	A	SCEA	No	No	1BX	6,229.42	6,549.26	6,884.20	7,237.36	7,607.18	7,998.22	-	-	-
Senior Golf Course Supervisor	MC	B&C	No	Yes	05O1	6,464.84	6,795.30	7,144.20	7,510.38	7,895.02	8,299.46	-	-	-
Senior Housing Financial Advisor	A	SCEA	No	No	10L	5,812.00	6,110.32	6,423.44	6,751.32	7,098.04	7,462.20	-	-	-
Senior Housing Rehabilitation Counselor	A	SCEA	No	No	10G	5,933.44	6,237.42	6,557.32	6,893.14	7,246.24	7,617.90	-	-	-
Senior Human Resources Analyst	MW	UNREP	Yes	Yes	R031	7,870.72	8,271.92	8,696.92	9,141.98	9,610.88	10,103.56	-	-	-
Senior Hydrant Worker	BO	O&M	No	No	31V	4,704.68	4,946.48	5,200.72	5,468.04	5,749.10	-	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Senior Instrument Repair Technician	B	T&M	No	No	30A	6,085.90	6,398.72	6,727.60	7,073.40	7,436.96	-	-	-	-
Senior Janitor	B	T&M	No	No	3AC	3,979.42	4,184.00	4,398.98	4,625.10	4,862.82	-	-	-	-
Senior Library Aide	C	SCEA	No	No	15J	3,912.96	4,113.42	4,324.18	4,546.46	4,779.08	5,024.54	-	-	-
Senior Library Assistant	C	SCEA	No	No	15A	4,875.44	5,126.04	5,388.18	5,664.48	5,954.88	6,259.46	-	-	-
Senior Maintenance Repair Technician	B	T&M	No	No	3BA3	5,646.22	5,936.44	6,241.58	6,562.40	6,899.70	-	-	-	-
Senior Management Assistant (Confidential)	MV	UNREP MAN	Yes	Yes	02F2	7,216.32	7,586.14	7,974.78	8,383.50	8,813.50	9,264.86	-	-	-
Senior Mechanic	B	T&M	No	No	30B	6,180.62	6,498.26	6,832.30	7,183.46	7,552.72	-	-	-	-
Senior Mechanical Maintenance Worker	B	T&M	No	No	3BF	5,457.80	5,738.36	6,033.28	6,343.44	6,669.50	-	-	-	-
Senior Network Support Analyst	A	SCEA	No	No	1CW	7,820.04	8,221.66	8,642.06	9,085.88	9,551.56	10,040.70	-	-	-
Senior Office Assistant	C	SCEA	No	No	15E4	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Senior Office Assistant (Confidential)	MW	UNREP	No	No	K033	4,416.70	4,642.88	4,880.60	5,131.22	5,393.32	5,669.62	-	-	-
Senior Parks Supervisor	MC	B&C	No	Yes	05O2	6,464.84	6,795.30	7,144.20	7,510.38	7,895.02	8,299.46	-	-	-
Senior Parks Worker I	B	T&M	No	No	30U	4,267.70	4,487.08	4,717.72	4,960.16	5,215.14	-	-	-	-
Senior Parks Worker II	B	T&M	No	No	30Q	4,491.56	4,722.38	4,965.14	5,220.34	5,488.70	-	-	-	-
Senior Plan Checker	A	SCEA	No	No	10A	7,466.64	7,848.60	8,251.08	8,674.08	9,117.64	9,585.88	-	-	-
Senior Planner	MC	B&C	No	Yes	05X	7,839.94	8,241.84	8,663.74	9,108.30	9,575.64	10,065.62	-	-	-
Senior Planning Technician	A	SCEA	No	No	1AD	5,381.20	5,657.28	5,946.94	6,251.54	6,571.14	6,908.38	-	-	-
Senior Plant Maintenance Mechanic	BO	O&M	No	No	31A	-	-	-	-	7,617.44	7,999.36	-	-	-
Senior Plant Maintenance Supervisor	MS	WATER SUP	No	Yes	3BR	8,023.44	8,433.56	8,866.62	9,321.02	9,798.40	10,300.36	-	-	-
Senior Plant Operations Supervisor	MS	WATER SUP	No	Yes	3BS	8,359.48	8,786.78	9,238.00	9,711.42	10,208.78	10,731.82	-	-	-
Senior Plant Operator	BO	O&M	No	No	31W	6,448.62	6,770.16	7,129.28	7,506.56	7,904.56	-	-	-	-
Senior Plumbing/Mechanical Inspector	A	SCEA	No	No	10J3	5,972.86	6,278.72	6,599.98	6,937.96	7,293.90	7,667.84	-	-	-
Senior Police Records Assistant	C	SCEA	No	No	D15	5,016.78	5,273.66	5,543.70	5,828.34	6,126.08	6,439.92	-	-	-
Senior Procurement Specialist	MC	B&C	No	Yes	5CB	5,898.76	6,199.98	6,518.48	6,851.66	7,203.52	7,572.70	-	-	-
Senior Public Works Supervisor	MC	B&C	No	No	5BD	7,359.46	7,737.26	8,133.02	8,550.68	8,988.88	9,448.94	-	-	-
Senior Public Works Supervisor/Electrical	MC	B&C	No	No	5BL	7,972.40	8,381.06	8,810.26	9,262.60	9,736.78	10,235.34	-	-	-
Senior Real Property Agent	A	SCEA	No	Yes	10I	7,163.22	7,530.48	7,916.72	8,321.88	8,748.92	9,196.34	-	-	-
Senior Recreation Assistant	C	SCEA	No	No	15D2	4,550.12	4,783.62	5,028.74	5,286.74	5,557.66	5,841.48	-	-	-
Senior Revenue Assistant	C	SCEA	No	No	15D3	4,532.36	4,764.96	5,009.10	5,266.10	5,535.96	5,818.66	-	-	-
Senior Risk Analyst	MW	UNREP	Yes	Yes	R032	7,908.94	8,312.06	8,739.14	9,186.36	9,657.54	10,152.62	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Senior Systems Analyst	A	SCEA	No	No	1BY	7,841.88	8,244.62	8,666.16	9,111.24	9,578.24	10,068.74	-	-	-
Senior Telecommunications Supervisor	MC	B&C	No	No	05P	6,868.20	7,219.66	7,589.46	7,978.90	8,387.88	8,816.50	-	-	-
Senior Traffic Signal Electrician	B	T&M	No	No	3BD	6,464.82	6,797.12	7,146.50	7,513.80	7,900.00	-	-	-	-
Senior Transportation Planner	MC	B&C	No	No	05D	7,508.52	7,892.74	8,297.52	8,722.86	9,170.06	9,640.40	-	-	-
Senior Tree Surgeon	B	T&M	No	No	30M	4,987.52	5,243.90	5,513.42	5,796.84	6,094.80	-	-	-	-
Senior Water Systems Operator	BO	O&M	No	No	31D	-	-	-	-	-	-	7,166.96	7,524.16	-
Service Writer	B	T&M	No	No	30Y2	4,187.14	4,402.40	4,628.68	4,866.56	5,116.70	-	-	-	-
Solid Waste Inspector	B	T&M	No	No	30L	5,254.92	5,525.00	5,808.98	6,107.56	6,421.52	-	-	-	-
Solid Waste Manager	MB	B&C	Yes	Yes	04Y	8,346.52	8,774.84	9,225.06	9,697.10	10,193.58	10,717.10	-	-	-
Sports Commission Director	MV	UNREP MAN	Yes	Yes	02O2	7,216.32	7,586.14	7,974.78	8,383.50	8,813.50	9,264.86	-	-	-
Staff Development Specialist	MW	UNREP	Yes	No	0373	4,421.80	4,648.72	4,886.96	5,137.68	5,400.92	5,676.76	-	-	-
Stage Maintenance Worker	B	T&M	No	No	30O	4,531.84	4,764.78	5,009.66	5,267.16	5,537.86	-	-	-	-
Storm Water Outreach Coordinator	A	SCEA	No	No	10M2	5,507.70	5,790.42	6,087.26	6,398.22	6,727.22	7,071.60	-	-	-
Supervising Accountant	MC	B&C	No	Yes	5AN1	7,996.56	8,406.44	8,837.80	9,290.62	9,766.42	10,266.56	-	-	-
Supervising Combination Inspector	MC	B&C	No	No	5AX	7,349.88	7,727.78	8,123.38	8,539.68	8,976.62	9,437.16	-	-	-
Supervising Crime Analyst	MC	B&C	No	No	5CI	7,373.46	7,761.54	8,170.06	8,600.08	9,052.70	9,529.16	-	-	-
Supervising Deputy City Clerk/Operations	MW	UNREP	Yes	Yes	0321	6,421.40	6,750.42	7,096.14	7,460.06	7,842.12	8,243.94	-	-	-
Supervising Deputy City Clerk/Records	MW	UNREP	Yes	Yes	322	6,421.40	6,750.42	7,096.14	7,460.06	7,842.12	8,243.94	-	-	-
Supervising Evidence Technician	MC	B&C	No	No	05Z	6,669.78	7,012.56	7,371.16	7,748.74	8,146.86	8,563.90	-	-	-
Supervising Fire Prevention Inspector	MC	B&C	No	No	1CQ	6,348.12	6,673.24	7,015.06	7,374.88	7,752.68	8,149.74	-	-	-
Supervising Human Resources Analyst	MV	UNREP MAN	Yes	Yes	028	8,655.54	9,099.36	9,565.74	10,055.94	10,569.96	11,112.80	-	-	-
Supervising Librarian	MC	B&C	No	Yes	5BC	6,284.28	6,606.06	6,945.02	7,301.22	7,674.62	8,067.88	-	-	-
Supervising Mechanic	MC	B&C	No	No	05Y	6,211.50	6,530.36	6,865.50	7,216.92	7,587.32	7,975.40	-	-	-
Supervising Office Assistant	MC	B&C	No	No	5AF2	4,915.30	5,167.14	5,431.86	5,709.46	6,002.46	6,309.58	-	-	-
Supervising Office Assistant (Confidential)	MW	UNREP	No	No	03R	4,915.30	5,167.14	5,431.86	5,709.46	6,002.46	6,309.58	-	-	-
Supervising Parking Attendant	MC	B&C	No	No	5BI	4,430.30	4,657.14	4,895.60	5,146.96	5,409.90	5,686.68	-	-	-
Supervising Parking Enforcement Officer	MC	B&C	No	No	5CF	4,055.86	4,258.58	4,471.40	4,694.90	4,929.52	5,175.90	-	-	-
Supervising Plan Checker/Structural Engineer	MC	B&C	No	Yes	05H	8,711.18	9,157.98	9,626.86	10,120.40	10,638.64	11,184.14	-	-	-
Supervising Procurement Specialist	MC	B&C	No	Yes	5AN2	7,506.06	7,890.80	8,295.68	8,720.74	9,167.38	9,636.84	-	-	-

APPENDIX A

CITY OF STOCKTON
SALARY SCHEDULE

JOB CLASSIFICATION	UNIT	BARGAINING UNIT	AT-WILL	FLSA OVERTIME EXEMPT	GRADE	BASE MONTHLY SALARY BY STEP								
						1	2	3	4	5	6	7	8	9
Supervising Public Works Inspector	MC	B&C	No	No	5BV	6,967.46	7,325.72	7,700.76	8,095.38	8,509.58	8,946.16	-	-	-
Supervising Real Property Agent	MC	B&C	No	Yes	05B	8,692.64	9,138.72	9,607.62	10,099.24	10,616.32	11,161.52	-	-	-
Survey Party Chief	A	SCEA	No	No	1AV	5,084.92	5,345.78	5,619.50	5,907.36	6,209.32	6,528.04	-	-	-
Surveying Supervisor	MC	B&C	No	No	5AT	6,044.84	6,354.52	6,679.66	7,022.76	7,382.58	7,760.40	-	-	-
Systems Analyst I	A	SCEA	No	No	1BZ	5,714.80	6,006.94	6,315.80	6,639.70	6,978.62	7,337.56	-	-	-
Systems Analyst II	A	SCEA	No	No	1CA	6,616.38	6,956.46	7,312.20	7,686.72	8,081.64	8,495.36	-	-	-
Technical Services Supervisor	MS	WATER SUP	No	No	70B	6,763.48	7,109.86	7,473.84	7,856.62	8,259.50	8,682.44	-	-	-
Technology Project Coordinator	A	SCEA	No	No	1CH	6,800.04	7,149.28	7,514.84	7,900.76	8,305.70	8,731.06	-	-	-
Technology Support Specialist I	A	SCEA	No	No	1CR	4,686.16	4,925.72	5,179.02	5,444.60	5,722.50	6,016.84	-	-	-
Technology Support Specialist II	A	SCEA	No	No	1BS1	5,541.42	5,824.30	6,123.42	6,437.44	6,766.36	7,114.20	-	-	-
Technology Training Coordinator	A	SCEA	No	No	1BS2	5,541.42	5,824.30	6,123.42	6,437.44	6,766.36	7,114.20	-	-	-
Traffic Engineering Aide	A	SCEA	No	No	1AQ	4,032.48	4,239.38	4,456.52	4,683.96	4,924.28	5,177.44	-	-	-
Traffic Signal Electrician	B	T&M	No	No	3BE	5,879.74	6,181.98	6,499.72	6,833.84	7,185.08	-	-	-	-
Traffic Signal Electrician Trainee	B	T&M	No	No	3AZ	4,417.08	4,644.14	4,882.80	5,133.80	5,397.66	5,675.16	5,966.84	-	-
Traffic Signal Systems Operator	B	T&M	No	No	30C2	5,535.12	5,819.62	6,118.72	6,433.28	6,763.90	-	-	-	-
Tree Maintenance Supervisor	MC	B&C	No	Yes	05T	5,830.28	6,129.68	6,443.20	6,773.48	7,121.70	7,485.40	-	-	-
Tree Surgeon	B	T&M	No	No	30W	4,512.88	4,744.84	4,988.70	5,245.12	5,514.72	-	-	-	-
Tree Worker	B	T&M	No	No	3AP	3,609.56	3,795.14	3,990.18	4,195.28	4,410.94	4,637.60	4,876.04	-	-
Utilities Safety & Training Specialist	MS	WATER SUP	No	No	70I	4,458.16	4,686.32	4,925.80	5,179.04	5,443.56	5,723.16	-	-	-
Utility Technology Manager	MC	B&C	No	Yes	5BQ1	8,342.72	8,770.70	9,219.64	9,692.52	10,187.86	10,710.08	-	-	-
Utility Technology Specialist	A	SCEA	No	No	1CT	7,095.62	7,450.28	7,822.62	8,203.20	8,624.10	9,055.12	-	-	-
Vehicle Abatement Specialist	C	SCEA	No	No	15L	3,637.98	3,824.28	4,019.62	4,226.52	4,442.40	4,671.14	-	-	-
Warehouse Supervisor	MC	B&C	No	No	5AI	4,569.60	4,803.48	5,048.96	5,308.54	5,579.64	5,866.22	-	-	-
Water Field Technician	BO	O&M	No	No	31O	4,289.16	4,503.76	4,728.54	4,964.90	5,212.84	5,473.84	-	-	-
Water Systems Operator (Entry Level)	BO	O&M	No	No	31Z	5,262.58	5,524.66	5,801.88	-	-	-	-	-	-
Water Systems Operator (Journey Level)	BO	O&M	No	No	31Z1	-	-	-	6,091.20	6,395.70	6,715.34	-	-	-
Water Systems Superintendent	MS	WATER SUP	No	Yes	70F	8,444.14	8,866.16	9,309.26	9,774.54	10,263.04	10,775.98	-	-	-
Water Systems Supervisor	MS	WATER SUP	No	No	70G	7,266.78	7,649.02	8,050.88	8,475.12	8,921.76	9,390.82	-	-	-
Water/Sewer Equipment Operator	BO	O&M	No	No	31K	5,296.30	5,560.14	5,839.26	6,130.86	6,436.38	-	-	-	-
Welder/Fabricator	B	T&M	No	No	30H	5,114.76	5,377.72	5,654.08	5,944.72	6,250.30	-	-	-	-
Welder/Fabricator Specialist	B	T&M	No	No	3AW	5,936.14	6,241.22	6,562.04	6,899.34	7,253.94	-	-	-	-



City of Stockton

Legislation Text

File #: 24-0643, Version: 1

APPROVE MOTION TO EXECUTE A ONE-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT, WITH TWO (2) ADDITIONAL ONE (1) YEAR OPTIONS TO EXTEND WITH CITY OF FREMONT FOR PEREGRINE IN AN AMOUNT NOT TO EXCEED \$233,500

RECOMMENDATION

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

1. Authorize the City Manager to execute a one-year Cooperative/Piggyback Purchase Agreement with two (2) one (1) year options to extend between the City of Stockton and Peregrine for real time data visualization platform to integrate a broad range of current and evolving technologies not to exceed \$233,500;
2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and
3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

Staff recommend a cooperative/piggyback purchase agreement with Peregrine for a one-year Cooperative/Piggyback Purchase Agreement with two (2) one (1) year options to extend, not to exceed \$233,500, to create a comprehensive view for the Stockton Police Department (SPD). Peregrine provides a powerful solution to address the demand for increased transparency by enabling staff to more efficiently respond to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., informal and formal public contacts, community engagement, deployment of resources, crime trends, policies and procedures, use of force, etc.). Funding for the Agreement was included in the award for AB 109 Funding of the Community Corrections Partnership Task Force (CCP Taskforce). SPD is seeking Council approval for a one-year cooperative/piggyback purchase agreement (Attachment A) with two (2) one (1) year options to extend with the City of Fremont for Peregrine in an amount not to exceed \$233,500.

DISCUSSION

Background

The SPD Partnership with San Joaquin County for CCP Task Force was approved by Council on May 21, 2024, by Motion 2024-05-21-1208. SPD was awarded the amount of \$3,537,691 in revenues and expenditures for the Police Grants and Special Programs CCP Task Force, allowing the SPD the

ability to purchase critical software programs. Peregrine provides a platform that integrates all data, from incoming 911 calls to nearby community cameras, which will provide greater awareness and intelligence to responding officers, improving situational awareness and safety. Peregrine is an advanced analytic platform that provides a single point of access to view and analyze large-scale, real-time data from multiple data sources. The software performs several critical functionalities, including data integration, search and information retrieval, advanced analytics, data management, collaboration, access control, and security.

Present Situation

The SPD currently uses multiple data systems for its daily operations. Many of these systems are not linked and require a significant amount of time, training, and effort to cross analyze case-related data and effectively investigate crime trends. None of these systems allow the department to both proactively understand and respond to public safety concerns in real time. Peregrine Technologies provides a one-stop solution to data integration through their proprietary software that allows all personnel to access multiple databases through one useful, actionable portal. Peregrine will integrate data from the Computer Aided Dispatch (CAD) data, Records Management Systems (RMS) data, body camera footage, automatic license plate reader information, and other evidence systems. This will create a comprehensive view to easily gain immediate, real-time access to virtually all of Stockton's Public Safety information.

Currently, the process of critically analyzing data and producing meaningful reports is primarily done manually. This is extremely inefficient and costly. Peregrine Technologies provides a powerful, unique solution that allows for intelligent analysis and reporting capabilities across all platforms and applications currently utilized by the Stockton Police Department. Peregrine does not create or bring any new data to the city; rather, it utilizes data from systems the city owns and makes it quickly functional. In addition to significant improvements to police operations, the system will also act as a workforce multiplier by creating operational efficiencies, particularly regarding crime stat reporting and real-time investigative tools. This is now a cumbersome manual process involving many individuals in various roles.

Peregrine provides a powerful solution to address the demand for increased transparency by enabling staff to more easily respond to Public Records Act requests, subpoenas, and the public demand for meaningful fact-based information related to policing (i.e., informal and formal public contacts, community engagement, deployment of resources, crime trends, policies and procedures, use of force, etc.).

The cost for Peregrine Technologies' hosted system with data integration services is \$233,500 for a one-year contract. The department also requests the option to renew for two additional one-year terms.

Findings

Stockton Municipal Code section 3.68.070 provides for an exception to the competitive bidding requirements in cases wherein the City Council has made findings that support and justify the purchase via a sole source vendor.

Findings to support the purchase are as follows:

1. Peregrine offers proven, pre-built connectors that allow for seamless integration with critical existing SPD systems such as Central Square CAD, Central Square RMS, Axon/evidence.com, as well as City automated license plate readers (ALPR) through Vigilant and Flock, eliminating the need to develop and maintain interfaces between Peregrine and SPD source systems.
2. Peregrine offers the only solution on the market that offers a fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless movement of data between those applications without the need to export and import data manually.
3. Peregrine meets and exceeds all standards and controls set forth in the most current Criminal Justice Information Security (CJIS) policies.

FINANCIAL SUMMARY

The total proposed cost not to exceed is \$233,500 one-year Cooperative/Piggyback Purchase Agreement with two (2) one (1) year options to extend with Peregrine. Funding is included in the FY 2024-25 AB109 Community Corrections Partnership Task Force Grant Project GL # 3518-316-650002-260-261-20-35-000-000-.

Attachment A - Peregrine Cooperative Piggyback Purchase Agreement



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Fremont
2. Contractor:	Peregrine Technologies, Inc. Carahsoft Technology Corp.
3. Cooperative Agency Agreement Name and Agreement Number:	Peregrine Technologies, Inc. Carahsoft Technology Corp. 21-0113
4. Cooperative Agency Initial Agreement Term:	Start Date: March 16, 2021 End Date: March 16, 2024
5. Cooperative Agency's Agreement-Options to extend:	Option to extend two additional years for a five-year contract not-to-exceed. Year six and beyond shall not exceed a 5% annual increase.
6. Cooperative Agency Amended Term:	Amendment 1 Two-year extension set to expire March 16, 2026
7. Cooperative Agency Remaining Options to Renew:	Year six and beyond shall not exceed a 5% annual increase.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: August 1, 2024 End Date: August 1, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$700,500 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Peregrine Technologies, Inc. ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through August 1, 2025 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *real time crime monitors* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed *not to exceed \$700,500 for the term of the Agreement* for the purchase of *real time crime monitors*. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

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

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:

Katherine Roland CMC, CPMC
Interim City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

PEREGRINE TECHNOLOGIES, INC.

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

CARASOFT TECHNOLOGY CORP.

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Print name

Title: _____

EXHIBIT A

(Insert the COOP's Solicitation, Solicitation Response, fully executed Agreement and exhibits and any associated documents)

Solicitation RFP 21-008

POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Bid Designation: Public

City of Fremont

Bid RFP 21-008

POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Bid Number **RFP 21-008**

Bid Title **POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM**

Bid Start Date **Aug 21, 2020 8:48:25 AM PDT**

Bid End Date **Sep 14, 2020 2:00:00 PM PDT**

Question &

Answer End **Sep 1, 2020 3:00:00 PM PDT**

Date

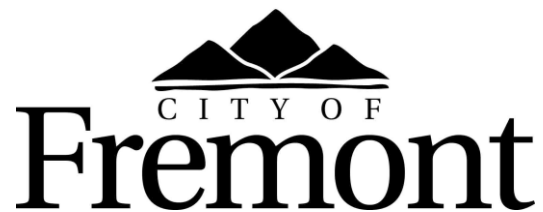
Bid Contact **Janice Becerra**

Buyer

jbecerra-scola@fremont.gov

Description

The Fremont Police Department (FPD) is seeking Proposals from qualified vendors to provide a real time data visualization platform to serve as the key component in the Real Time Information Center (RTIC). Establishing an initial Standard Operating Procedure (SOP), procuring, integrating and implementing this platform is Phase 1 of a multi-phase approach for the FPD. Phase 2 will include day to day operations of utilizing the platform with existing staff, evaluation of the program, developing measures of effectiveness, and identifying future technology and personnel needs. Phase 3 will involve securing personnel position(s) as an operator in the RTIC. The final phase, Phase 4, if deemed necessary, will be to procure, install, and implement a video wall to complement the data visualization platform and its many displayed resources and data feeds. These subsequent phases will begin in Fall 2020 and likely take us into 2022 to complete the center. The focus of this RFP is implementation of the platform (Phase 1).



**Request for Proposals #21-008
POLICE DEPARTMENT
REAL TIME
DATA VISUALIZATION PLATFORM**

**PROPOSALS DUE NOT LATER THAN:
2:00 PM, September 14, 2020**

Calendar of Events

Questions Submitted	September 1, 2020 by 3 PM
Responses to Questions	September 3, 2020

Proposals Due to City not later than 2:00 PM SEPTEMBER 14, 2020

Submit Proposals to:

Purchasing@fremont.gov

CITY OF FREMONT – REQUEST FOR PROPOSALS
REAL TIME DATA VISUALIZATION PLATFORM

RFP#21-008

**REQUEST FOR PROPOSALS (“RFP”)
FOR A REAL TIME DATA VISUALIZATION PLATFORM**

- A.** The CITY OF FREMONT (hereinafter “City”) hereby requests Proposals for a comprehensive Real Time Data Visualization Platform for the Fremont Police Department. The City is also requesting software, data integration and professional services for implementation of the Real Time Data Visualization Platform (hereinafter “Project”). The City will receive Proposals at purchasing@fremont.gov **up to 2:00 p.m. on September 14, 2020. Maximum submittal size may not be larger than 35 megabytes otherwise we cannot guarantee delivery.**

Proposers who have experience with law enforcement agencies, specifically California implementations, data integration, CJIS compliance standards, and will meet the City’s requirements as outlined in the Functional Requirements section of this RFP are encouraged to submit proposals.

B. INTRODUCTION

1. General Description of Project

The Fremont Police Department (FPD) is seeking Proposals from qualified vendors to provide a real time data visualization platform to serve as the key component in the Real Time Information Center (RTIC). Establishing an initial Standard Operating Procedure (SOP), procuring, integrating and implementing this platform is Phase 1 of a multi-phase approach for the FPD. Phase 2 will include day to day operations of utilizing the platform with existing staff, evaluation of the program, developing measures of effectiveness, and identifying future technology and personnel needs. Phase 3 will involve securing personnel position(s) as an operator in the RTIC. The final phase, Phase 4, if deemed necessary, will be to procure, install, and implement a video wall to complement the data visualization platform and its many displayed resources and data feeds. These subsequent phases will begin in Fall 2020 and likely take us into 2022 to complete the center. The focus of this RFP is implementation of the platform (Phase 1).

2. Project Purpose

This Request for Proposals is being completed with the goal of awarding an agreement to a Vendor to provide the real-time data visualization platform. The platform should provide a complete operational picture, offering solutions with a variety of third-party applications. The purpose of this RFP is to solicit submissions from vendors who demonstrate a solution to serve as described in the Functional Requirements and meet the overall project purpose.

3. Background

The Fremont Police Department (FPD) practices an Intelligence-led Policing (ILP) model and philosophy. ILP’s primary objective is to reduce crime through identifying crime trends, deploying effective resources and making informed decisions based on data-

**CITY OF FREMONT – REQUEST FOR PROPOSALS
REAL TIME DATA VISUALIZATION PLATFORM****RFP#21-008**

driven analysis, intelligence and technology tools. FPD greatly values our strong community partnerships and one such benefit has been the community support of the use of video surveillance technology throughout the City. FPD aims to establish a Real Time Information Center (RTIC), which is a hub of integrated information sources to include calls for service, crime trend information, technology, such as video surveillance and LPR, and personnel to facilitate real-time operational decision making. The goal is to improve situational awareness, increase operational effectiveness, quickly identify crime incidents and criminal suspects, and implement crime prevention strategies.

4. City's Current Environment

The City's network topology is based on Ethernet and consists of two core switches connected via a 10 Gbps WAN fiber link. Multiple VLANs are created to segment and secure the network utilizing a class A private network address space of 10.0.0.0/8.

Virtual servers run in a VMware vSphere/ESXi 6.7 environment. The virtual environment is based on Dell's VxRail hyper-converged infrastructure. Operating systems that are supported include Microsoft Windows Server 2012, 2016, and 2019. SQL Server 2012 and 2016 are the prevalent databases in use. The City's workstations and servers connect to edge switches at 1 Gbps. These edge switches have redundant fiber links that connect at 1 Gbps to each core switch. A Cisco next generation firewall is deployed to provide the latest technology to secure and protect the City's network. At the endpoints, workstations are protected against malware utilizing Cisco's advanced malware protection (AMP) and Umbrella DNS. Two internet service providers provide redundant routes to the internet for access to websites and cloud service providers including Microsoft Government Azure.

The workstations are primarily Dell desktops and laptops running the Microsoft Windows 7 and 10 operating systems. The City is currently migrating remaining Windows 7 workstations to Windows 10. Microsoft enterprise applications include Office 365, Exchange, Dynamics 365, Power BI, and Teams. ArcGIS enterprise 10.6.1 is used for our GIS environment. The Fremont Police Department is currently using Tiburon CAD 2.9 and RMS 7.10 solutions.

The City's disaster recovery plan consists of on-premise backups to a storage appliance in addition to sending backups to the cloud. Using a combination of Microsoft Azure and Amazon Web Services, virtual servers can be booted-up in the cloud as needed to ensure business continuity.

5. Proposed Application and Computing Environment

The City is open to both an on-premise or a Cloud Computing Type SaaS and/or PaaS solution (SaaS/PaaS solutions will require an acknowledgement, that if selected, the proposer will submit SOC1/SOC2 reports). If proposer offers both types of solutions (on-premise and cloud), present both. However, for proposals that are not SaaS or PaaS, the City will need to assess additional line items to the proposer's cost for maintenance, operations, storage, hardware, servers, networking components, respective licensing,

CITY OF FREMONT – REQUEST FOR PROPOSALS
REAL TIME DATA VISUALIZATION PLATFORM

RFP#21-008

and other applicable components. The City expects the new system to operate in multiple environments: development, test, and production.

C. CONTENTS OF PROPOSAL

The Proposer shall include in its proposal, at a minimum, the information outlined in this Section C in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of services and delivery of software identified in this RFP. Responses will be evaluated and scored. At the City's discretion scoring may be inclusive of some or all evaluation areas for each round. Scoring may be weighted.

The Proposer shall attach five separate exhibits to a cover letter, including the following:

- Scope of Services, **Proposal Exhibit "A"**;
- Cost Proposal, **Proposal Exhibit "B"**;
- Statement of Qualifications, **Proposal Exhibit "C"**;
- Terms of Technology Service Agreement, **Proposal Exhibit "D"**; and
- Functional Requirements, **Proposal Exhibit "E"**.
- **Appendix A-1** of this RFP contains a *Proposer Checklist* to assist Proposer in complying with the RFP requirements and company background and references sheets for Proposer to include in its *Proposal Exhibit "C"*.
- **Appendix A-2** of this RFP contains the Cost Proposal pricing template (attached for Proposer to include in its *Proposal Exhibit "B"*.)
- **Appendix A-3** of this RFP contains the functional requirements section for Proposer to include in its *Proposal Exhibit "E"*.
- **Appendix A-4** contains a Conflict of Interest/Collusion statement to be signed and submitted with the proposal.

Proposer shall identify each section in its proposal by inserting a tab divider between each required Exhibit section.

1. **Cover Letter**

An authorized representative of the Proposer shall sign the proposal on a cover letter that contains the following information: (a) identifies this project by name and number; (b) identifies the full legal name of the Proposer, along with the name of the contact person, address, phone number, and e-mail address; and (c) indicates Proposer's willingness to comply with the procedures identified in this RFP, including an incorporation by reference of the five exhibits identified in this Section C.

2. **Scope of Services**

The Proposer shall prepare a complete description of the scope of services (to be labeled: Proposal - Exhibit "A") which the Proposer intends to perform in order to achieve the Project Purpose. The precise scope of services to be incorporated into the Technology Service Agreement will be based upon Proposal Exhibit "A" (described below) and may be the subject of negotiations between the City and the successful proposer.

- a. The Proposer's scope of services should include, at a minimum, general discussion of the Proposer's understanding of the overall project, a description of the major components of services (or phases of service), and the expected time of completion for each component proposed. Professional services shall include installation of software, project management, implementation,

**CITY OF FREMONT – REQUEST FOR PROPOSALS
REAL TIME DATA VISUALIZATION PLATFORM**

RFP#21-008

- comprehensive data conversion (of vendor-recommended data), system acceptance testing, training, warranty, and documentation.
- b. The Proposer's scope of services shall include a description of the software products or modules, licensing options, any customization, operating system and database, or any third party software products included in the proposal that are necessary to achieve the City's stated Project Description and to meet the functional requirements. Proposer may include any software products, modules, third party software, or hardware in its proposal that are value-added or optional to be provided by Proposer to the City. Base proposal shall include a fully functioning and operational Real Time Data Visualization Platform.
 - c. Proposer shall provide a detailed description of the proposed approach and methodology for creating the interfaces/integrations.
 - d. The Proposer's scope of services should include information on the recommended delivery method for the proposed software solution (SaaS, PaaS, hosted, on-premise). The Proposer's scope of services shall also include: A description of the standard and ad-hoc reporting capabilities of the proposed system; Proposer's methodology and frequency for software upgrades and update releases; and Proposer's policy for source code (e.g., source code, database schema, data dictionary, and documentation for the software and any customized modifications are delivered to City upon software installation and upon each and every enhancement, -[ii] made available to City on demand, or [iii] placed in escrow for access by City).
 - e. The Proposer's scope of services must meet or exceed all applicable expectations toward compliance with Criminal Justice Information Systems (CJIS) Policy. This includes but is not limited to: storage of information in United States datacenters only, encryption of sensitive information at rest and in transit, fingerprint-based background investigations of personnel, meeting all security awareness training standards, and mandatory notification of cybersecurity events.
 - f. The Proposer's scope of services should describe the nature of any post-implementation and ongoing support for the Real Time Data Visualization Platform. The description shall include the levels of support available (e.g., gold, silver, bronze, etc.) and identify which level of support is being proposed for the City, telephone support including hours of operation and time zone, availability of 24/7 hotline, problem reporting and resolution procedures, escalation procedures, response time for various levels of severity, and other support that is available (e.g., additional on-site, remote, access to website portal, knowledge base, etc.).
 - g. Proposer shall specify all required components (software and/or hardware) to operate the proposed Software System in a highly available environment. The City reserves the right to purchase any components needed through a separate procurement process.

3. Cost Proposal

The Proposer shall provide a fixed price bid for all software licenses, implementation and professional services, training, and ongoing maintenance and support being proposed (to be labeled: Proposal Exhibit "B") which identifies:

- a. An itemized cost breakdown, including hourly rates and number of hours for each major component of service, with a cross-reference to each component of service, and for each software product or module including third party software products identified in Proposal Exhibit "A". The cost breakdown shall also include a description of any reimbursable charges such as travel expenses.

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REAL TIME DATA VISUALIZATION PLATFORM**

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- b. A total proposed “Not to Exceed” cost for the performance of all services and provision of all software products or modules including third party software products described in the Scope of Services, Proposal Exhibit “A”, needed to achieve the Project Description and to deliver a fully functional and operational Real Time Data Visualization Platform.
- c. A proposed payment schedule for all services to be performed and products to be delivered.
- d. Proposer shall use Appendix A-2, the Cost Proposal Template.
- e. The Cost Proposal, Proposal Exhibit “B”, should be placed in a separate sealed envelope and labeled accordingly. Please provide data ‘unlocked’ on the Cost Proposal Template (see RFP attachment 2).
- f. The City reserves the right to purchase any third-party software products through a separate procurement process.

4. Statement of Qualifications

The Proposer shall prepare a Statement of Qualifications (to be labeled: Proposed Exhibit “C”) which provides the following information:

- a. Identification of the size, stability, and capacity of Proposer’s organization, including, at a minimum, an identification of Proposer’s:
 - i. Total number of years in operation and number of years that Proposer has been providing public safety software systems and services similar to the scope of services described in this RFP.
 - ii. Total number of current employees.
 - iii. Number of office locations (including the location of each office and identification of the office from which service will be provided to the City).
 - iv. Number of employees in the office location which is intended to provide the services described in Proposal Exhibit “A”.
 - v. The financial condition of Proposer’s organization and whether there is any outstanding litigation or threat of litigation.
 - vi. Disclosure of any past, ongoing, or potential conflicts of interest which Proposer may have as a result of performing the work for this Project.
 - vii. Appendix A-1, Form 2, contains the Proposer Background Information page for the Proposer to include in its Proposal Exhibit “C”.
- b. Identification of Proposer’s experience for providing a software system and performing services for projects of a similar size, scope, and complexity as the procurement required by this RFP, including an identification of proposed software version in a comparable computing environment within the last five years for at least three government clients within California of which at least one client shall be a municipality of comparable size and complexity to the City. The list of recent projects shall include the name, contact person, address, e-mail address and phone number for clients who have fully completed (live) installations, as well as a description of the software solution (specific modules installed, e.g., Appendix A-1, Form 3, contains the format for the references for the Proposer to include in its Statement of Qualifications, Proposal Exhibit “C”).
- c. A list of the Proposer’s principals, employees, agents, and sub-consultants that the Proposer intends to assign to this Project. The proposed Project staff shall include the account manager, project manager, lead trainer, technical architect, and all other key staff assigned to the Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will

**CITY OF FREMONT – REQUEST FOR PROPOSALS
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devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

5. Proposed Technology Service Agreement

The Proposer shall review the terms of the proposed Technology Service Agreement (“Agreement”) between the City and Proposer (Attachment 1 to this RFP) and identify any portions of the Agreement which the Proposer desires to amend either by addition, deletion, or modification (to be labeled: Proposal Exhibit “D”). Proposer shall also demonstrate its ability to comply with the City’s insurance requirements. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be favorably considered.

Proposer shall submit, as part of Proposal Exhibit “D”, all documents including, but not limited to, agreements and/or licenses of every kind that the Proposer would incorporate into any agreement with the City arising out of this RFP. These documents may include copies of the sample software licensing agreement, a sample implementation services agreement, and a sample escrow agreement.

6. Functional Requirements

The functional requirements of the proposed Real Time Data Visualization Platform will be key criteria for evaluating the proposals submitted to the City. The Proposer shall indicate its compliance with the functional requirements contained in Appendix A-3, which Proposer shall include in its proposal (to be labeled: Proposal, Exhibit “E”).

D. INSTRUCTIONS TO PROPOSERS

1. **Time and Place of Delivery of Proposals** It is the Proposer's responsibility alone to ensure that the proposal is received by the City’s Authorized Representative at the time and place identified on page 1 of this Request for Proposals (“RFP”).

2. **RFP Schedule**

The schedule for the RFP is as follows:

- | | |
|---|--|
| a. Submission of Questions | September 1, 2020, 3:00 PM |
| b. Responses to Questions or
Addendum Issued, if necessary | September 3, 2020 |
| c. Proposals Due to City | September 14, 2020
not later than 2:00 PM |

3. **Requests for Clarification of the RFP**

The sole point of contact for information pertaining to this Project is www.bidsync.com. Communication with City staff about the scope of services or anything else related to this RFP is forbidden. Unless specifically authorized by the Purchasing Manager, no other City of Fremont official or employee is authorized to provide information related to this Project or RFP. Contact with other City officials or employees without the express permission of the Purchasing Manager could result in disqualification from further consideration in this RFP process.

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RFP#21-008

If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit questions or requests for clarification to www.bidsync.com by 3:00 PM, on **September 1, 2020**.

4. Format and Quality of Proposals

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP.

5. Submittal of Proposals

The Proposer shall submit an electronic PDF file(s) of the proposal at purchasing@fremont.gov **up to 2:00 p.m. on the 14th day of September, 2020**. **Subject Line to read: RFP 21-008 POLICE DEPT REAL TIME DATA VISUALIZATION PLATFORM**

NOTE: Maximum submittal size may not be larger than 35 megabytes otherwise we cannot guarantee delivery.

6. Initial Review Process

After the proposals are received and opened by the City, the City shall review and evaluate all proposals in order to determine which proposal(s) best meets the City's needs for this Project. The City shall review the proposals based upon evaluation criteria including, but not limited to cost, ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology), implementation methodology, training, customer support, warranty, ongoing maintenance, experience and qualifications, references, understanding of the work to be completed based on clarity of proposal, and responsiveness to the RFP. Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of this RFP.

The proposal with the lowest cost will not necessarily be selected; however, cost is a component of the evaluation.

7. Further Evaluation and Review

Upon completion of the initial review, the City shall notify those Proposers who will be considered for further evaluation and review. The City will further investigate qualifications and references of these proposers. Based upon this analysis, the City will request an on-site "Proof of Concept" (POC) demonstration to show how the proposed system will meet the required functionality for the new Real Time Data Visualization Platform. If selected as a finalist, City representatives may also request a visit to a client(s) reference site to observe the application in an actual working environment.

8. Award of Agreement

The City shall notify the Proposer(s) whose proposal(s) best meets the needs of the City and whose proposal(s) is most advantageous to the City to begin negotiation of the Agreement. The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer's failure to respond to direction from the City may lead to a rejection of the Proposal.

a. The City reserves the right to reject any or all proposals and to waive any

**CITY OF FREMONT – REQUEST FOR PROPOSALS
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irregularities in any proposal or the proposal process. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal and projected costs.

- b. If the City determines, after further evaluation and negotiation, to award the Agreement, a Technology Service Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal or agreement for this Project shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Proposer and the City.

9. **Proposals Are Public Records**

Each proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- a. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
- b. If a proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall take the following actions: (i) clearly mark the relevant portions of its proposal "Confidential"; and (ii) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (iii) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

10. **Costs Associated with Preparation of Proposal are Proposer's Responsibility**

All costs incurred by prospective proposers associated with the preparation of a response to this RFP and any subsequent demonstrations, analyses, studies, responses to inquiries, travel for purposes of competing for and/or negotiating an agreement with the City are the sole responsibility of the Proposer.

11. **Compliance with Laws, Ordinances and Regulations**

Proposer shall be familiar with and shall abide by all laws, ordinances, and regulations in conducting themselves during the term of their relationship with the City. The cost of this compliance will be included in the prices provided in the proposer's proposal to the City.

12. **Conflict of Interest**

Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, or intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively

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on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

13. **Errors and Omissions**

The Proposer bears full responsibility for exclusions or errors in its proposal submitted. Upon close of proposals, the City reserves the right to hold any proposer accountable and responsible for its submitted proposal. Failure to review or comprehend any portion of this Request for Proposals does not absolve the Proposer of the responsibilities articulated herein.

**CITY OF FREMONT – REQUEST FOR PROPOSALS
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**APPENDIX A-1
FORM 1, Page 1 of 1**

**PROPOSER RESPONSE PAGES
PROPOSER CHECKLIST**

This checklist has been provided to assist Proposer in complying with the RFP requirements. All items listed must be included with the proposal. Proposer shall check off each item as it is assembled into the proposal, detach the checklist from the RFP, and submit it as part of the proposal.

Tab No.	Description	Appendix Attachment to RFP (if applicable)	Included
	Electronic files submitted to: purchasing@fremont.gov	As specified in RFP	
	Proposer Checklist	Appendix A-1, Form 1	
	Cover Letter with Company Information and Signature		
	Scope of Services, Proposal Exhibit “A”		
	Cost Proposal, Proposal Exhibit “B” (insert in a separate, sealed envelope by itself)	Appendix A-2	
	Statement of Qualifications, Proposal Exhibit “C”		
	Proposer Company Background (include with Proposal Exhibit “C”)	Appendix A-1, Form 2	
	Proposer Company References (include with Proposal Exhibit “C”)	Appendix A-1, Form 3	
	Terms of Proposed Technology Service Agreement and List of Exceptions (include with Proposal Exhibit “D”)		
	Sample Agreement(s) (include with Proposal Exhibit “D”)		
	Functional & Technical Requirements (include with Proposal Exhibit “E”)	Appendix A-3	
	Conflict of Interest/Collusion Statement	Appendix A-4, Form 4	

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APPENDIX A-1
FORM 2, Page 1 of 1**PROPOSER RESPONSE PAGES**
COMPANY BACKGROUND INFORMATION**I. Company Background**

	Description	Response
1	Years in Operation	
	Number of years that company has been in operation and providing services similar to the scope of services described in this RFP.	_____ Years
2	Office Locations	
	Number of total office locations.	_____ Locations
	Location of each office.	Street Address/City/State/Zip
	Location of corporate headquarters.	
	Location of office from which service will be provided to the City.	
3	Employees	
	Number of current full-time regular employees company wide.	_____ Employees
	Number of employees in office providing services to the City.	_____ Employees
	Product Development.	_____ Employees
	Implementation Support.	_____ Employees
	Service Center (Help Desk) Support	_____ Employees
4	Clients	
	Total number of clients.	_____ Clients
	Total number of local government clients in California.	_____ Clients
	Total number of clients currently supported by office that will provide services to City.	_____ Clients
5	Implementation Model	
	Direct, Implementation Partner, Value Added Reseller.	
	Typical Implementation Duration for Core functionality.	_____ Months
6	Support Model	
	VAR, Direct, Implementation Partner, etc.	

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	Support hours (convert to Pacific Time)	
	Brief description of issue escalation procedure.	
	Brief description of SLA for critical issue resolution.	
7	Version Releases	
	Current version and release date of the proposed solution	
	Anticipated date and version number for next release	
	Number of prior versions supported	
	Describe major and minor release schedules	
8	Software as a Service (SaaS)/Application Hosting Option	
	Brief description of SaaS/Application Hosting models available.	
	Describe policy towards data ownership and transferability from SaaS/Hosted solution to on-premises solution or to a 3 rd party.	
	Describe SaaS/Hosting storage costs	
	Location of SaaS/Hosting site, mirrored sites. If 3 rd party, identify the organization.	
	Describe backup strategy.	
	Describe disaster recovery strategy.	
	Single or multi-tenant.	
	Acknowledgement required: If selected, proposer will submit SOC1/SOC2 reports (including for all third-party entities affiliated with the consultant's solution).	
9	CJIS Compliance	
	Acknowledgement required: If selected, proposer will submit CJIS compliance verification	

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APPENDIX A-1
FORM 3, Page 1 of 3**PROPOSER RESPONSE PAGES**
PROPOSER REFERENCES**I. References**

Complete the following information for a minimum of three local government agencies within California for which Proposer has provided comparable systems and professional services during the past five years. At least one reference shall be a municipality of comparable size and complexity to the City. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by proposers. The City shall not provide information received from references to proposers. Make additional copies of these pages if necessary.

Reference 1

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-1
FORM 3, Page 2 of 3**PROPOSER RESPONSE PAGES**
PROPOSER REFERENCES**I. References (continued)*****Reference 2***

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-1
FORM 3, Page 3 of 3**PROPOSER RESPONSE PAGES**
PROPOSER REFERENCES**I. References (continued)*****Reference 3***

Agency Name:	
Department Name:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
E-Mail Address:	
Name and Version of Software Modules or Products Installed:	
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	
General Description of Services Performed:	
Dates for Performance (Go-Live Date, Project Duration in Months):	

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APPENDIX A-2

**PROPOSER RESPONSE PAGES
COST PROPOSAL**

The Cost Proposal must itemize the costs to the City for Proposer to perform the scope of services and provide the Real Time Data Visualization Platform for the Project as described in Proposal Exhibit “A” and in Appendix A-3, System Functional Requirements. A narrative may be attached to clarify any pricing data submitted.

City of Fremont Real Time Data Visualization Platform Pricing Estimates	
Pricing Estimates, On-Premises	
1. Software Licensing – On Premises – Include concurrent user / per user /per site pricing model details. Differentiate between modules that are included or separated into additional expense. NOTE: The City strongly prefers an Enterprise Pricing rather than user-based licensing.	
2. Third-Party Licensing (if applicable) – Discuss pricing for any recommended third-party solutions.	
3. Implementation – Training, travel expenses, installation, data conversion, integration, etc. Include any assumptions made in calculating implementation pricing.	
4. Annual Maintenance, 5 Years	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
5. Total Year One:	
6. Total Five Years:	
Pricing Estimates, Hosted / Software-as-a-Service	

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1. Software Licensing – Other than or in addition to annual subscription.	
2. Third-Party Licensing (if applicable) – Discuss pricing for any recommended third-party solutions.	
3. Implementation – Training, travel expenses, installation, data conversion, integration, etc.	
4. Annual Subscription, 5 Years	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
5. Total Year One:	
6. Total Five Years:	

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APPENDIX A-3**PROPOSER RESPONSE PAGES
SYSTEM FUNCTIONAL & TECHNICAL
REQUIREMENTS**

- I.** The City is seeking a comprehensive Real Time Data Visualization Platform. The capabilities and features of interest to Fremont Police Department, but not limited to, are included in the Functional and Technical Requirements list below:
- II.** The response template identifies selected key features, functions, and capabilities that the City is seeking from the new Real Time Data Visualization Platform. Proposer shall indicate compliance with each requirement to enable the City to evaluate the proposed solution as follows:
- “2” – Proposed software release **fully supports the requirement** with standard implementation configuration; there is no customization, work-around, or third-party software required.
 - “1” – Proposed software release **supports the requirement with customization, work-around, or third-party software.**
 - “0” – Proposed software release **does not support the requirement.**

Proposer must complete Column “B”, Proposer Response, for each requirement and must provide a detailed explanation for any “1” or “0” response in Column “C”, Detailed Explanation. Proposer may provide a detailed explanation for any requirement that the Proposer would like to highlight for consideration by the City during the review process. Proposer may attach a separate sheet(s), if necessary, for such explanation by restating the text of the requirement along with the item number and providing the additional response immediately following the requirement in the same sequence as this Appendix A-3.

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Functional and Technical Requirements**

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
General Features				
G1	A complete operational picture of real-time data points and video feeds	R		
G2	Calculations of internet bandwidth requirements to support real-time data feeds into proposed system	R		
G3	If hosted in the cloud, list proposed cloud provider and speed of cloud connection, physical locations, redundant paths, configuration and data backup workflow	R		
G4	Provide a visual map of the City of Fremont	R		
G5	Provide a map of public safety resources offering solutions with a variety of third-party applications to include but not limited to: - Various Video Management Systems (VMS) to include Milestone, PIPS/Neology - Configurations with various network camera models - Automated Vehicle Locators (AVL) and GPS - Automated License Plate Reader (ALPR) data via Northern California Regional Intelligence Center (NCRIC) - Tiburon CAD/RMS	R		
G6	Ability to combine multiple data/video feeds into a view to display on video wall	R		
G7	Recommendation of video wall vendor and associated equipment to be compatible with proposed system	D		
G8	Ability to “drag and drop” data/views from maps, camera views, search results, tables, documents, etc.	D		
G9	Integration of structured and unstructured data	R		
G10	Customizable dashboard to include multiple visualizations, filtering, linking, and editing	R		
G11	Provide auto-refresh of CAD calls for service	R		
G12	Provide visual alert to operator when a priority 1 call arrives in queue	D		
G13	Real-time alert capabilities based on keywords, criteria	R		
G14	Capable of alerts when records are modified/updated	D		

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Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
G15	Capable of alerts when other users search on same criteria (i.e., deconfliction)	D		
G16	Receive real-time alerts via SMS/MMS or email	D		
G17	Provide alert when CAD call falls within the viewshed of camera	D		
G18	Ability to pop-up/highlight a specific camera when a CAD call falls within the viewshed of that camera	D		
G19	Ability to automatically move a network PTZ camera to a predesignated location based on the geographic location of a CAD call	D		
G20	Ability to import, display and conduct analysis of tabular and relational data.	R		
G21	Ability to import and display location information based on latitude/longitude, URL or API	R		
G22	Ability to perform federated searches of internal data and third-party sources	R		
G23	Ability to delete/purge data once it has been removed from original data system	R		
G24	Supports both scheduled and ad hoc data refresh methods	R		
G25	Perform wildcard search, geo-search, soundex search	R		
G26	Ability to use multiple operators in search (and, or, contains	D		
G27	Use of data filters for multiple criteria	R		
G28	Ability to save searches for consistent use	D		
G29	Ability to save searches with multiple users/teams	D		
G30	Ability to share search queries and results with other users	D		
G31	Ability to develop and import additional data set layers from multiple file types	R		
G32	Ability to draw a geo-fence using a shape tool for easily configurable alerts	D		
G33	Ability to easily turn live layers off/on for different visualization schema.	D		
G34	Provide automated report tools to create standardized reports	R		
G35	Capable of historical “rewind” feature to reconstruct events for 15 days	D		
G36	Feature of “breadcrumbs” to provide operator the ability to document steps taken to reach conclusive action	D		
G37	Ability to use multiple operators in search (and, or, contains	R		
G38	Use of data filters for multiple criteria	R		
G39	Ability to develop and import additional data set layers from multiple file types	R		

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Ref #	“A” Requirement	(R)equired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
G40	Ability to draw a geo-fence using a shape tool for easily configurable alerts	R		
G41	Ability to easily turn live layers off/on for different visualization schema.	R		
G42	Provide concurrent access via multiple licenses to end-users	R		
G43	Ability to share and annotate visualizations, dashboards and reports	R		
G44	Allow a team of users to share customized dashboards, queries, reports	R		
G45	Allow a team of users to securely collaborate on projects and investigations	R		
G46	Ability to seamlessly display on various mobile devices including iOS and Android platforms.	R		
G47	Meet CJIS and CA DOJ security requirements	R		
G48	Meet security requirements outlined under Federal Information Processing Standards (140-2)	R		
G49	Use a minimum of 256-bit AES encryption to protect secure and sensitive information	R		
G50	Ability to support two-factor authentication and single sign-on capable of audit logs for creation and modification of records	R		
G51	Authenticate reason for users to query for information to include ALPR data	D		
G52	Supports Office 365, PowerBI and SSRS 2019	R		
G53	Runs on Microsoft SQL server 2019	R		
G54	Windows Server 2019 R2 operating system	R		
G55	Supports ODBC, API, flat file connections to data sources	R		
G56	Provides API for data access/extraction from outside applications	R		
G57	Provides search capability over data sources, visualizations, reports, dashboards	R		
G58	Consume existing City of Fremont ArcGIS services	R		
G59	Host operating system requirements	R		
G60	In-memory data storage	R		
G61	Ongoing Customer Support and Service Level Agreement	R		
G62	Vendor to provide, install and configure all necessary servers for a highly available architecture	R		

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Ref #	“A” Requirement	(R)quired (D)esirable	“B” Proposer Response	“C” Detailed Explanation
G63	Evergreen software: Upgrades and updates continually available without additional costs. This shall also include regulatory updates mandated by State or Federal agencies.	R		
G64	Experience integrating with external applications. Describe typical interfaces/integration technologies and approach (flat file transfer, web service, APIs, etc.).	R		
G65	System database schema will be made available to ITS (if necessary, ITS can enter into an NDA).	R		

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APPENDIX A-4**PROPOSER RESPONSE PAGES
CONFLICT OF INTEREST AND COLLUSION STATEMENT****(Signed copy must be submitted with Proposal)****Conflict of Interest**

Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services as a result of this RFP/RFQ/Bid. Any such relationship that might be perceived as or represent a conflict should be disclosed. By submitting proposal in response to this RFP/Bid, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The City will determine if a conflict of interest exists and whether it may reflect negatively on the City's selection of a vendor. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Collusion

This is to certify that the undersigned proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the City of Fremont.

All terms and conditions of this Request for Proposal have been thoroughly examined and are understood.

NAME OF PROPOSER:

AUTHORIZED REPRESENTATIVE:

Signature

Printed Name

Title

ADDRESS:

DATE SIGNED:

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**TECHNOLOGY SERVICE AGREEMENT
REAL TIME DATA VISUALIZATION PLATFORM**

This Technology Service Agreement (hereinafter “Agreement”) is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter “City”), and [***INSERT***name of business and description of legal entity, i.e. LLC, Partnership, Corporation, etc.]_____, (hereinafter “Consultant”). City and Consultant may be collectively referred to herein as the “parties.”

RECITALS

- A.** City requested a proposal from Consultant to perform the services generally including: [***INSERT***describe services]_____
- B.** In response to the City’s request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit “A,” in return for the compensation described in this Agreement and Exhibit “B.”

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**1. Definitions**

“Documentation” means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

“Initial Constructive Use” Initial constructive use the earliest point in time where all Software delivered under the terms of this agreement is installed on City systems and is sufficiently free of errors for the City to use it to conduct the ordinary business for which it is intended.

“Cloud-Hosted Service” means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its [product name] system available to City over the Internet using a standard web browser. The Cloud-Hosted Service includes the software and network capacity as well as the equipment used to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is properly secured through multiple physical, procedural and technical safeguards to segregate and protect City’s data.

“Software” means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and

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modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. SCOPE OF SERVICES. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

3. TIME FOR PERFORMANCE. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. CLOUD-HOSTED SERVICE.

4(A). Right to Use the Cloud-Hosted Service, Software and Documentation. In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

4(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; (iii) modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability

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for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

4(E). Security of Cloud-Hosted Service.

- (i) Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.
- (ii) Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.
- (iii) Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that contain City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

4(F). City Content.

- (i) City shall provide City Content for inclusion in the Software. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- (ii) Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- (iii) City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement.
- (iv) Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time
- (v) Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
- (vi) In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

5. PAYMENT.

5(A). Billing. In order to request payment, Consultant shall submit invoices

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to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

5(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$[***INSERT***]_____. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$[***INSERT***]_____.

5(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

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6. AUTHORIZED REPRESENTATIVES.

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its sub-consultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or sub-consultants identified in Exhibit "C," without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

5(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative: [***INSERT***]_____, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

7. INFORMATION AND DOCUMENTATION.

7(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

7(B). Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, sub-consultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

8. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or sub-consultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees,

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agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

- 10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
- 11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 12. BUSINESS TAX.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.
- 13. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled “Insurance Requirements”. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 14. CONFIDENTIAL INFORMATION.**

14(A) The term “Confidential Information” shall mean any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques,

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marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

14(B) Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C) The terms of this Section 12 shall survive termination of this Agreement.

15. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name

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and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. INDEMNIFICATION.

16(A) Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

16(B) Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 14 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

17. LIMITED WARRANTY.

17(A) Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

17(B) Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

17(C) Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

Each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii) successful transition to the Year 2000 using the correct system date occurs without human intervention;

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(iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits).

17(D) Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

17(E) CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

19. DEFAULT. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

20. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

Attn: [***INSERT***]__

To: Consultant

Attn:[***INSERT***]__

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- 21. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 22. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 23. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 24. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 25. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 26. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 27. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 28. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter,

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whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

CONSULTANT[see selection below]
[***INSERT***]

By: _____
[***INSERT***]
Title: [***INSERT***]_____
Date: [***INSERT***]_____

By: _____
[***INSERT***]
Title: [***INSERT***]_____
Date: [***INSERT***]_____

APPROVED AS TO FORM:

By: _____
Title: City Attorney

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[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS

XYZ Land Development Inc.,
a California corporation

By: _____

Its: _____

*[needs to be officer from the operations side:
President, CEO, Vice President]*

By: _____

Its: _____

[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – e.g. general manager, etc. – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS

XYZ Land Development,
a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS

XYZ Land Development, LLP,
A California limited partnership

By: _____

Its: General Partner

[need limited partnership agreement or certificate filed with state showing the person or

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entity is the general partner]

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In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,
A California limited partnership

By: ABC Developers, Inc.,
a California corporation

Its: General Partner

By: _____

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY

XYZ Land Development, LLC,
a California Limited Liability Company

By: _____

Its: Managing Member

[need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual but is a business entity, then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

EXHIBIT D**INSURANCE REQUIREMENTS**
Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. 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.
2. 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 Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance

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5. Cyber Liability insurance:
 - a. Third Party Liability coverage:
 - i. Privacy liability covering loss in the event of Consultant's failure to protect City's data.
 - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City's data.
 - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
 - b. First Party Liability coverage:
 - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City's data.
 - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
 - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant's network.
 - iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
 Bodily Injury by Disease - \$1,000,000 policy limit.
 Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000.
5. Cyber Liability insurance: \$2,000,000.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and

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approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. 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 Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - c. The Consultant'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.
 - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
Such insurance shall be maintained from the time work first commences until completion of the work under this agreement.
Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

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Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant 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 the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all sub-consultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A sub-consultant is anyone who is under contract with the Consultant or any of its sub-consultants to perform work contemplated by this Agreement. The Consultant shall require all sub-consultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont

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regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.

Question and Answers for Bid #RFP 21-008 - POLICE DEPARTMENT REAL TIME DATA VISUALIZATION PLATFORM

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 1, 2020 3:00:00 PM PDT

TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and PEREGRINE TECHNOLOGIES, INC, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A.** City requested a proposal from Consultant to perform the services generally including: Deployment and support of a real time data visualization platform.
- B.** In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."
- C.** Definitions

"Documentation" means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

"Initial Constructive Use" Initial constructive use the earliest point in time where all Software delivered under the terms of this agreement is installed on City systems and is sufficiently free of errors for the City to use it to conduct the ordinary business for which it is intended.

"Cloud-Hosted Service" means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its service available to City over the Internet using a standard web browser. The Cloud- Hosted Service includes the software and Consultant's network capacity as well as the equipment used by Consultant to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is secured through multiple industry-standard physical, procedural and technical safeguards to segregate and protect City's data.

"Software" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when

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generally commercially available.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND
CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
- 2. TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance and shall complete all required services no later than the dates set forth in Exhibit “A” (subject to any delays caused by the City or force majeure of events). Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to and agreed to by the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. CLOUD-HOSTED SERVICE.

3(A). Right to Use the Cloud-Hosted Service, Software and Documentation. In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

3(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

3(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its

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licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

3(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

3(E). Security of Cloud-Hosted Service.

- i. Consultant shall provide the Cloud-Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at two secure locations in separate counties.
- ii. Consultant shall take commercially reasonable precautions to ensure that the Cloud-Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of City Content.
- iii. Consultant will notify City of any known breach of its security related to areas, locations, or computer systems that results in or would be reasonably likely to result in unauthorized access to City Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

3(F). City Content.

- i. City shall provide City Content for inclusion in the Software or the Cloud Hosted Service. City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.
- ii. Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.
- iii. City shall exclusively own the City Content collected by Consultant in connection with the Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of

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- the Agreement.
- iv. Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time
 - v. Consultant shall, at City's request, make available City Content within five (5) business days. The database instance must be in a condition and format that allows easy transfer to a similar system.
 - vi. In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty (30) calendar days of such termination or expiration. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft Access or Microsoft SQL). The dedicated data files will be comprised of City Content contained in Consultant's Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

4. PAYMENT.

4(A). Billing. In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference) or as otherwise agreed by the parties. The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the reasonable satisfaction of the City.

4(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$448,500.00. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed \$747,500.00.

4(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, the City may bring an action against Consultant for the damages incurred.

5. AUTHORIZED REPRESENTATIVES.

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the

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Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit “C,” attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit “C,” without the prior written consent of the City, unless such individual ceases to be employed by Consultant. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative, as identified in Exhibit “C.”

5(B). City’s Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City’s Authorized Representative: Johanna Canaday, unless otherwise designated in writing by the City’s Authorized Representative or the City Manager.

6. INFORMATION AND DOCUMENTATION.

6(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant’s performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City’s possession.

6(B). Consultant’s Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.

7. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

8. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

9. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not

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said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

10. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

11. BUSINESS TAX. The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.

12. INSURANCE. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled “Insurance Requirements”. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

13. SECURITY PROCEDURES.

Service Provider shall follow the special requirements listed below for the access to and use of the Fremont Police Department Facility and systems, located at 2000 Stevenson Boulevard, Fremont CA 94538 (“FPDF”).

1. Use of Property

- a. Vendor shall confine work operations at the FPDF to the areas of service coordinated with the City of Fremont authorized representative. Delivery may be accessed from the eastern vehicle gate (gate #3) of the FPDF.
- b. Service Provider shall not use facilities or equipment in the FPDF (i.e. non-public restrooms, telephones, computers, kitchen facilities, etc.)

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2. Smoking is prohibited inside the gates of the FPDF

Vendor's Employees

- a. Prior to accessing or beginning work at the FPDF, Service Provider will be required to submit a list of employees working at the FPDF.
- b. All Service Provider employees entering the FPDF to conduct work pursuant to this Agreement are required to complete a background screening process administered by the Police personnel. The background process shall include submission to LiveScan fingerprinting for the purpose of conducting a criminal background check and a personal history statement. Results are generally received within 72 hours but may take longer if further investigation is required. Additional required information may include proof of identification and follow-up questioning.
- c. The Fremont Police Department will review all background checks and retains the authority to approve or disapprove potential employees from entering the FPDF. Examples of exclusionary findings include felony convictions and various misdemeanor convictions which may present a security risk. The Fremont Police Department will also retain the right to suspend or revoke previously issued approvals throughout the term of this Agreement.
- d. The City will incur the costs of the screening process, to include the LiveScan check for up to 10 employees of the Service Provider.
- e. Service Provider's employees shall enter the FPDF through the eastern gate (gate #3) only and park their vehicles at the rear curb inside the Police Facility for delivery of goods.
- f. No firearms, ammunition, opiates, non-prescription drugs, alcohol, controlled substances, or any other illicit contraband will be allowed on the FPDF. Any person determined to be under the influence of alcoholic beverages or any controlled substances or in possession of illicit contraband such as those listed above, shall be removed from the FPDF and future access revoked.
- g. Personal search is not normally required. However, the Fremont Police Facility reserves the right to search Service Provider's employees that enter the FPDF.
- h. Lunch boxes, toolboxes and any other containers brought into the FPDF may be inspected on a regular basis, as determined by the Fremont Police Personnel.

14. CONFIDENTIAL INFORMATION.

14(A) The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is

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not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the CITY is a governmental agency and may be required to release certain information under requests made according to provisions of the Public Records Act.

14(B) Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C) The terms of this Section 12 shall survive termination of this Agreement.

15. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at

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510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

16. INDEMNIFICATION.

16(A) Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims by third parties (including all related litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from its failure to perform, under this Agreement.

16(B) Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 15 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

17. LIMITED WARRANTY.

17(A) Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

17(B) Consultant warrants that the Software will perform substantially in accordance with the Documentation during the term of this Agreement and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

17(C) Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

Each Software application shall operate in accordance with the Documentation with respect to date calculations before, during, and after the Year 2000 in that it will correctly address and operate accurately: (1) the change of the century in a

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standard compliant manner, including both the Year 2000 and beyond; (2) the existence and absence of leap years; and (3) date related operations. Compliance means that the Software operates and correctly processes in a manner that: (i) calculations using dates execute utilizing a four digit year; (ii) the Software functionality, including but not limited to, entry, inquiry, maintenance and update (whether on-line, batch or otherwise) supports four digit year processing; (iii) successful transition to the Year 2000 using the correct system date occurs without human intervention; (iv) after the transition to the Year 2000, processing with a four digit year shall occur without human intervention; (v) all leap years shall be calculated correctly; and (vi) correct results shall be produced in forward and backward date calculation spanning century boundaries (there are no years stored as two digits).

17(D) Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

17(E) CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL or similar DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.

18. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 4 of this Agreement. For clarity, in the event of such termination by the City Consultant will not be required to refund any fees previously paid by the City.

19. DEFAULT. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

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20. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

Attn: Johanna Canaday
Fremont Police Department
2000 Stevenson Blvd.
Fremont, CA 94538
jcanaday@fremont.gov

To: Consultant

Attn: Nicholas Noone
Peregrine, Inc.
130 Bush St. 8th Floor
San Francisco, CA 94104
nick@peregrine.io

21. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

22. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

23. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

24. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

25. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

26. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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27. CONFLICTS. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

28. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. COMPETITIVE PROCUREMENT SELECTION PROCESS. The competitive procurement selection process by which City of Fremont contracts with Consultant may be acknowledged and used by other California government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Consultant for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Accordingly, the terms, and conditions of this contract executed between City of Fremont and Consultant may be used by other government entities to contract with Consultant for the same or substantially similar product(s) and service(s) under either the same or a separate contract; provided for clarity that the pricing applicable to other government entities may differ depending on the nature of Consultant's engagement with such government entity.

29. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

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IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF FREMONT

DocuSigned by:

Karena Shackelford

6952F69E7672426...

By: Karena Shackelford

Title: Assistant City Manager

Date: 3/15/2021 | 12:57 PM PDT

APPROVED AS TO FORM:

DocuSigned by:

Bronwen Lacey

F900D31740534D5...

By: Bronwen Lacey

Title: Senior Deputy City Attorney

3/15/2021 | 12:10 PM PDT

CONSULTANT

Peregrine Technologies, Inc.

DocuSigned by:

Nicholas Noone

C23E48B6A32B476...

By: Nicholas Noone

Title: President & CEO

Date: 3/10/2021 | 2:10 PM PST

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT
REAL TIME DATA VISUALIZATION PLATFORM****EXHIBIT A****SCOPE OF SERVICES**

This Scope of Services, Exhibit “A,” is hereby incorporated by reference into the Agreement, under Agreement Section 1.

Exhibit A is organized in five parts below:

1. Discussion of Overall Project Goals
2. Description of Software
3. Security
4. Implementation & Delivery Methodology
5. Support & SLAs

1. DISCUSSION OF OVERALL PROJECT GOALS. Peregrine is excited to partner with Fremont Police Department to deliver a real time data visualization platform to serve as a key component of the Real Time Information Center (RTIC). Our operating model is to work closely with our customers to implement the Peregrine platform, and we will work with Fremont Police Department to develop standard operating procedures to kick off Phase 1 and Phase 2 of the FPD project with ongoing partnership to deliver success over time.

The Peregrine platform is centered around integrating myriad data sources to provide a current and complete operational picture and maximize situational awareness. We understand the Intelligence-led Policing model and philosophy, and our objective is to help Fremont Police Department achieve their goals in reducing crime and making their city safer for the communities they serve.

2. DESCRIPTION OF SOFTWARE.

Peregrine is a web based CJIS compliant Platform-as-a-Service (PaaS) that provides a single point of access to view and analyze large-scale real-time data from various data sources. The software performs several critical functionalities, including data integration, search and information retrieval, advanced analytics, data management, reporting, collaboration, access control, and security.

Peregrine was developed to provide a common operations and intelligence picture to facilitate real-time operational decision-making, enhance investigatory capabilities, streamline criminal analysis, and generate intelligence products for Law Enforcement. The software creates an extremely efficient method for turning large amounts of raw data into useful decision-support and analysis products, quickly and with significant reduction in manual manpower processing needs. Peregrine will be made available to any and all law enforcement personnel within Fremont, through the Fremont Police

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Department.

Peregrine was designed for complete system interoperability and supports existing record management systems (RMS), computer aided dispatch systems (CAD), video management systems (VMS), body worn camera (BWC) systems, automated license plate reader (ALPR) data, real-time sensor data, case management systems, evidence management systems, arrest records, search warrant data, subpoenaed data, gang intelligence data, suspicious activity reports, and unstructured data such as document, imagery, and video repositories. Peregrine delivers:

- Technology to integrate and secure data of any type or scale
- Intuitive methods for people to search and access all data from one place
- Applications that empower entire agencies to answer complex questions
- A platform for teams to securely collaborate on operations, investigations, and projects

Peregrine Platform

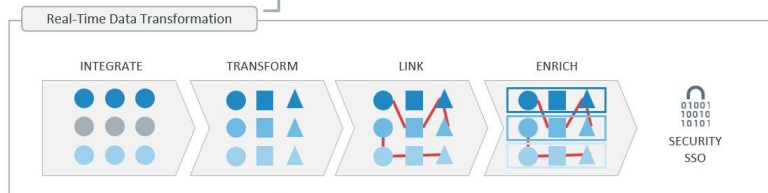
Understand

Explore, analyze, and operationalize data with powerful, natively interoperable apps



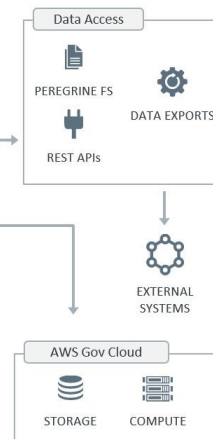
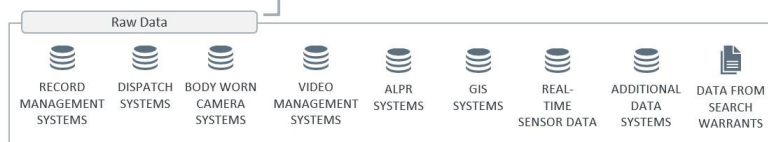
Unify & Enrich

Make data useful by transforming, categorizing, and delivering it for easy search and discovery



Collect

Unify real-time data from across the organization and store it in a central location



CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT REAL TIME DATA VISUALIZATION PLATFORM

Data Integration	Search	Advanced Analytics	Secure Collaboration
- Integrate and secure data of any type or scale - Automatically tag unstructured data - Automatically detect and create links across data silos - Resolve duplicate data while maintaining sourcing and lineage of every record - Automate manual data transformation, including processing of raw data from search warrants - Enrich data with client specific logic	- Perform global search across all data from one place - Search both structured and unstructured data, including media - Query sensitive external systems without storing data - Perform advanced geospatial search and filtering - Search for links using integrated network analysis functions - Search partner agency data with granular permission controls	- Analyze data on maps, link charts, timelines, lists, and graphs within one system - Automate report creation and distribution - Set custom alerts on keywords, events, or records - View and analyze live streams of media data - Configure interactive dashboards with drill-downs to explore source data	- Leverage presentation tools to share analysis or narrate a criminal story - Securely share files, alerts, reports, search queries, maps, link charts, or intelligence products across teams and with partner agencies - Implement rule-based permission control models according to regulatory and agency needs

Access Control & Security

- Full audit logging including when records were created or modified and the source from which they were derived
- Granular security and access restrictions associated with specific data types and data sources
- CJIS and FIPS 140-2 compliant cloud-based infrastructure

3. SECURITY.

3(A). CJIS Compliance. Peregrine maintains policies and procedures for securely storing, handling, and transmitting data. By default, Peregrine encrypts all data both in transit and at rest in accordance with CJIS standards. The Peregrine system adheres to FIPS 140-2 cryptographic standards along with all the underlying cryptographic modules as mandated by the AWS government cloud platform.

Encryption key management uses FIPS 140-2 security modules with 256-bit strength and follows password policies outlined in the CJIS security policy.

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The Peregrine system isolates boundaries using techniques such as security groups, policies, access controls, network firewalls, ACLs, intrusion systems, and IPSec within its virtual private cloud (VPC). Monitoring and controls are in place to ensure that any connections or data transmissions are through authorized mediums. Public and private networks are allocated to ensure that unauthorized access is restricted. The cloud infrastructure uses server-side encryption for both blob and block storage to provide an additional layer of protection.

3(B). Compliance Operations. Peregrine's infrastructure and operations are compliant with CJIS and follow industry best- practice attestations, alignments, and frameworks.

These standards include a robust logging framework, established at every level of the architecture. Peregrine coordinates comprehensive security reviews, as well as automatic alerting and triage frameworks for security events, application performance, and infrastructural integrity.

3(C). Secure software review procedures. A multi-tiered, rigorous software security approach provides an additional level of protection, including an internal and externally verified pre-release and post-release review framework.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.

Peregrine also employs state-of-the-art continuous deployment and patching capabilities, enabling security and support engineers to patch, remediate, and upgrade services with little to no downtime or systemwide effects.

3(D). Access management. Peregrine uses multiple mechanisms for maintaining access control including access control lists, resource restrictions, data encryption, and application level permissions. System access is restricted to authorized personnel using multifactor authentication.

Peregrine easily integrates with any existing single sign-on provider, providing users a familiar, secure sign-on experience, and administrators single-source control over access to multiple applications within your network. Peregrine is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

4. IMPLEMENTATION & DELIVERY METHODOLOGY. Peregrine is a web based CJIS compliant Platform-as-a-Service (PaaS) which is implemented with the customer

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through our client-facing project team. A cloud-based solution achieves superior flexibility, reliability, delivery, and security while also drastically lowering the costs to the end- user.

Peregrine operates on modern web browsers. The following versions are supported: Google Chrome Version 69 and above, Mozilla Firefox Version 62 and above, or Microsoft Edge Version 17 and above. Major releases occur throughout the year and typically follow a monthly cadence. Minor releases, patches, bug fixes, performance improvements, and security updates are continuously released on a weekly basis.

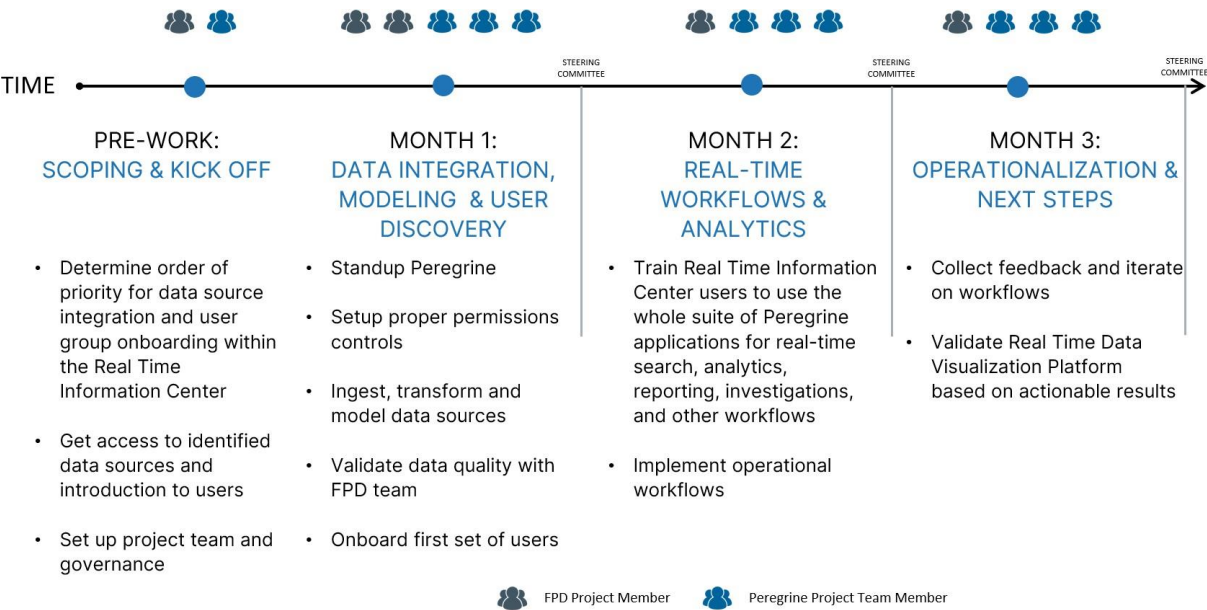
Each Peregrine implementation project consists of four steps to maximize success and impact for the customer. These steps and our engineering execution accelerate speed to value; they enable full implementation and use within 90 days.

4(A). Implementation Timeline & Logistics.

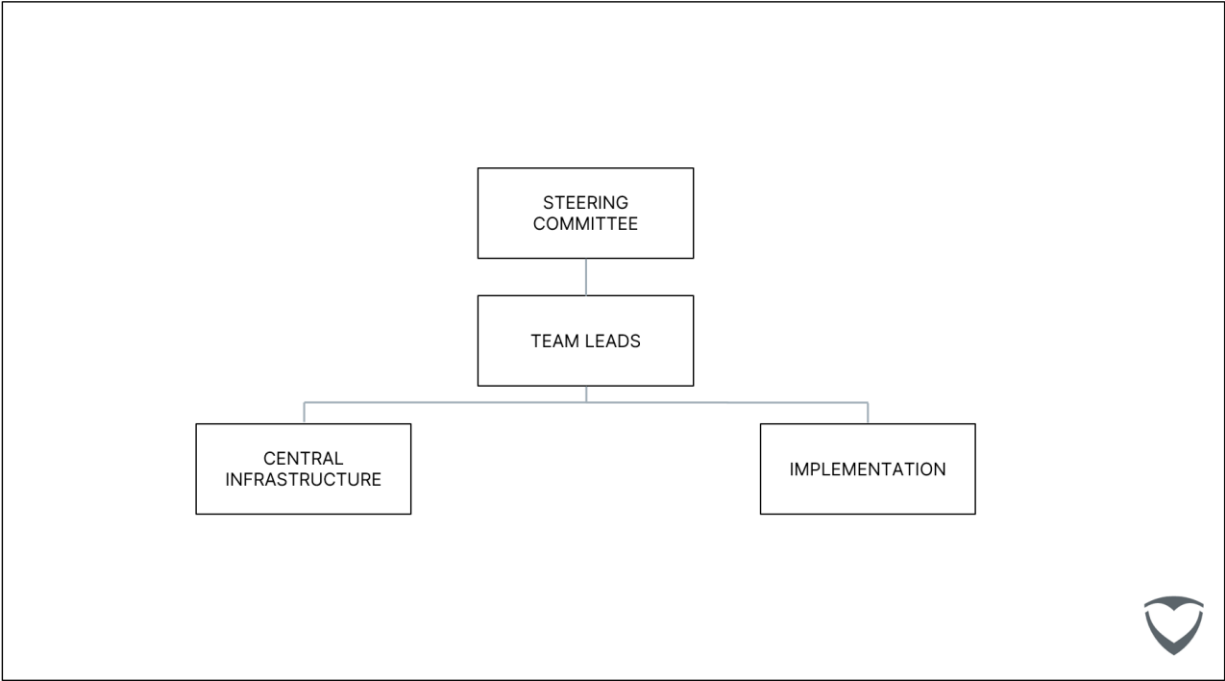
1. Pre-work – Scoping and Kick Off Work – *first two weeks*
 - a. Determine order of priority for data source integration and user group onboarding within the Real Time Information Center
 - b. Get access to identified data sources and introduction to users
 - c. Set up project team and governance
2. Month 1 – Data Integration, Data Modeling, and User Discovery
 - a. Standup Peregrine
 - b. Setup proper permissions controls
 - c. Ingest, transform, and model data sources
 - d. Validate data quality with FPD team
 - e. Onboard first set of users
 - f. 30-day steering committee meeting
3. Month 2 – Real-time Workflows and Analytics
 - a. Train Real Time Information Center users to use the whole suite of Peregrine applications for real-time search, analytics, reporting, investigations, and other workflows
 - b. Implement operational workflows
 - c. 60-day steering committee meeting
4. Month 3 – Operationalization and Next Steps
 - a. Continue collecting feedback and improve user workflows
 - b. Validate work based on actionable results
 - c. Identify next steps

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REAL TIME DATA VISUALIZATION PLATFORM

d. 90-day steering committee meeting (to recur quarterly after end Phase 1)



4(B). Project Management & Team Members. Phase 1 delivery will be organized using the following project management structure:



1. **Steering Committee.** A joint Fremont Police Department / Peregrine Steering Committee comprised of executive leadership will: ensure and guide

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delivery of the solution, unblock resources, if necessary, to ensure project success, and will act as a point of escalation for the Team Lead.

2. **Peregrine Team Lead.** The Peregrine Team Lead will provide day-to-day project management of the overall Fremont Police Department/Peregrine effort. The Team Lead will: manage the Peregrine Implementation and Infrastructure teams, communicate and manage relationship with the Steering Committee, and ensure development and delivery of a value-adding real time data visualization platform.
3. **Peregrine Implementation Team.** The Peregrine Implementation team will be comprised of deployment strategists and forward deployed engineers. The implementation team will be responsible for data integration, workflow deployment, and user adoption. Each team member will have data engineering skills and experience, along with deep workflow design and user adoption knowledge.

The implementation team will initially be onsite for a period of two weeks to meet with Fremont Police Department and conduct the scoping and kick off, along with the initial data integration and modeling. After the initial two weeks, the team will use a blend of onsite and remote meetings to complete the implementation and ongoing support of Fremont Police Department.

A full description of implementation components is described in the table below:

IMPLEMENTATION DESCRIPTION
Enterprise Data Integrations
Tiburon records management system (RMS)
Tiburon computer aided dispatch (CAD) system
Milestone video management system (VMS)
WatchGuard cameras (body worn and vehicle)
Configuration with various network camera models
CRIMS (Alameda County criminal justice info) (when available)
PIPS/Neology automated license plate reader (ALPR) via NCRIC LPR data warehouse (when available)
NCRIC CAD/RMS/JMS data warehouse (when available)
Verizon Network Fleet – VIPS vehicle GPS / Automated vehicle locator (AVL)
Document storage database (optional)
City of Fremont ArcGIS layers
Fremont Police Department user credentials database

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Search warrant data import & processing:
Call data records for 4 major wireless communications service providers
Mobile phone GPS records
Physical phone extraction records
Generic tabular data import & processing
Additional warrant data imports subject to mutual written agreement of parties
Vigilant partner agency and commercial license plate reader database (optional and fee may apply)
API subscription to CLEAR (optional and fee may apply)
API subscription to TLO (optional and fee may apply)
Additional data integrations subject to mutual written agreement of parties
Platform
Unlimited users
Unlimited generic file storage (all file types accepted)
Unlimited exports and downloads of data
Unlimited search and saved searched queries
Investigations application layer – link, map and tabular analyses on integrated data
Reporting and Dashboarding application layer – massive scale data analysis and visualization on integrated real-time data
Unlimited alert configurations
Entity resolution
Upon data integration
Ad-hoc in the platform
Permission controls, including location-based, user groups, and cell-level ACLs
Within-agency permission controls
External organization permission controls
Unlimited sharing between users within organization
Unlimited sharing with external organizations
Unlimited interagency searches (with executed MOUs)
Automatic record deletion detection & expungement
Full Audit Capability
User Training & Support
Peregrine Academy platform introductory user training for new users
Peregrine Academy platform advanced user training for new users
Peregrine Academy mobile capability user training for new users
User-specific workflow design and support
24-hour troubleshooting
Software maintenance, support, and updates
Recurring Steering Committee meetings

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5. SUPPORT & SLAs. Ongoing support is available, both during and after Phase 1, 24 hours a day, 7 days a week, 365 days a year and is included in the cost of the software license. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

5(A). System availability. During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g. RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine’s progress in remedying the unavailability and the estimated time at which the system shall be available.

5(B). Issue Response and Resolution.

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- “Severity level 1 error” means any system error that, for fifty percent (50%) or more of FPD’s users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.

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- “Severity level 2 error” means any system error that, for fifty percent (50%) or more of FPD’s users, substantially impairs use of one or more features or functions of the system.
- “Severity level 3 error” means any system error that, for fifty percent (50%) or more of FPD’s users, has a minimal impact on the performance or operation of the system.

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EXHIBIT B

COMPENSATION

This compensation schedule, Exhibit “B,” is hereby incorporated by reference into the Agreement, under Agreement Section 4. For all services identified in Exhibit “A”, Scope of Services, the City agrees to pay and Consultant agrees to accept as total compensation the following:

Consultant proposes a fixed software license fee of \$149,500 per year. The initial implementation fee will be waived with a multi-year commitment. This license includes all ongoing support, data integration maintenance, workflow development, and user training to support the scope of this work. Peregrine will not charge for travel or other miscellaneous expenses. The total for years one through three shall not exceed \$448,500.00, due to Peregrine in three annual payments of \$149,500.00 with an option to extend two additional years for a five-year contract not-to-exceed \$747,500.00. Year six and beyond shall not exceed a 5% annual increase.

The contract shall run for a period of three years with payments for the next year due annually upon the contract anniversary with an option to extend two additional years. The initial payment shall be due next 30 days from receipt of invoice.

City of Fremont	
Real Time Data Visualization Platform Pricing	
Estimates	
Pricing Estimates, Hosted / Software-as-a- Service	
1. Software Licensing – Other than or in addition to annual subscription.	Not applicable
2. Third-Party Licensing (if applicable) – Discuss pricing for any recommended third- party solutions.	Third Party API or data fees may apply*
3.Implementation – Training, user adoption, travel expenses, initial installation, scoped data conversion, scoped integration, etc.	\$40,000 <i>waived**</i>
4. Annual Subscription, 5 Years – Includes operating and maintenance, support, data conversion, data integrations to meet project objectives	
Year One	\$149,500.00
Year Two	\$149,500.00
Year Three	\$149,500.00
<i>Year Four - optional</i>	<i>\$149,500.00</i>
<i>Year Five - optional</i>	<i>\$149,500.00</i>
5. Total Year One	\$189,500 ** \$149,500
6. Total Three Years	\$448,500.00
7. Total Five Years	\$747,500.00

*Third Party API or data fees may include: Vigilant partner agency and/or commercial Data, Clear, TLO, etc.

**Waived with multi-year agreement

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EXHIBIT C

QUALIFICATIONS

These Consultant Qualifications, Exhibit “C,” are incorporated by reference into the Agreement, under Agreement Section 5.

Peregrine was founded in 2017 to help law enforcement professionals by connecting real time information from their existing data sources to bring insights together into one real time data visualization platform. Our team initially embedded with the San Pablo Police Department for nearly a year to deeply understand the existing environment and build solutions to close the gaps between data sources. Since that time, Peregrine has contracted with several agencies, raised a Series A funding round, and grown to eleven team members, yet, we still deploy with the same curiosity, empathy, and drive as our initial work with San Pablo. Peregrine is head quartered in San Francisco, CA, but our work happens at police departments with our customers. Our team has decades of experience working with law enforcement agencies including police departments, sheriff offices, district attorneys, and regional intelligence centers. We have built and deployed software solutions that have driven meaningful impact in each of these areas and beyond. Peregrine has a strong financial position and no outstanding litigation or threats of litigation.

Our work includes deployments with San Pablo (CA) Police Department, Pittsburg (CA) Police Department, and Albuquerque (NM) Police Department. In addition to supporting real time information centers, we work with investigators, analysts, administrative personnel, and command staff. The work with Albuquerque Police Department (APD) is specifically focused on their real time crime center and crime analyst’s unit. The department has ~840 sworn officers and has objectives to reduce crime, specially shootings and auto burglary, by identifying crime trends, deploying effective resources, and making informed decisions based on data-driven analysis, intelligence, and technology tools. The APD real time crime center monitors and facilitates increased situational awareness and real time operational decision making by accessing calls for service in CAD (Tiburon), existing information from the RMS (Tiburon), video surveillance (Milestone / Genetec/ others), LPR (Vigilant), and more.

Each Peregrine deployment consists of four steps to maximize success and impact for the customer. Please see the “Scope of Service” for further details, but the implementation includes:

1) Pre-work – Scoping and Kick off Work, 2) Month 1 – Data Integration, Data Modeling, and User Discovery, 3) Month 2 – Real-time Workflows and Analytics, and 4) Month 3 – Operationalization and Next Steps. This process helps align Peregrine and our customers and drive towards full implementation and use within 90 days. This team will initially be onsite for a period of two weeks to meet with Fremont Police Department and conduct the scoping and kick off, along with the initial data integration and modeling.

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT
REAL TIME DATA VISUALIZATION PLATFORM**

EXHIBIT D

**INSURANCE REQUIREMENTS
Professional**

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. 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.
2. 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 Fremont before the City of Fremont's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).

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3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Cyber Liability insurance:
 - a. Third Party Liability coverage:
 - i. Privacy liability covering loss in the event of Consultant's failure to protect City's data.
 - ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City's data.
 - iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.
 - b. First Party Liability coverage:
 - i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City's data.
 - ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.
 - iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant's network.
 - iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.
6. Such other insurance coverages and limits as may be required by the City of Fremont.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

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Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

4. Professional Liability insurance: \$2,000,000
5. Cyber Liability insurance: \$2,000,000
6. Such other insurance coverages and limits as may be required by the City of Fremont.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of Fremont. At the option of the City of Fremont, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Fremont, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. 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 Fremont.
3. The City of Fremont reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. The City of Fremont, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Fremont, its officers, officials, employees, agents or volunteers.
 - c. The Consultant'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.
 - d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City of Fremont and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT
REAL TIME DATA VISUALIZATION PLATFORM**

evidence of separate endorsements naming the City of Fremont and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.

Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Consultant 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 the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City of Fremont at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City of Fremont, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Fremont may purchase such required insurance coverage, and without further notice to Consultant, the City of Fremont may deduct from sums due to Consultant any premium costs advanced by the City of Fremont for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Fremont, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fremont, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Fremont's insurance or self-insurance and shall be at least as broad as CG

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT
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J. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City of Fremont regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City of Fremont with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Fremont before the services commence.

***Police Department***

2000 Stevenson Blvd | P.O. Box 5007, Fremont, CA 94537-5007
(510) 790-6800 *ph* | (510) 790-6801 *fax* | www.fremontpolice.org

December 12, 2023

Peregrine Technologies, Inc.
Attn: Nicholas Noone President & CEO
130 Bush Street 8th Floor
San Francisco, CA 94104

RE: Contract # 21-0113 Peregrine Technologies, Inc. - Deployment and Support of a Real Time Data
Visualization Platform

Dear Nicholas:

On March 16, 2021, the City of Fremont ("City") and Peregrine Technologies, Inc. entered into contract # 21-0113 for the deployment and support of a real time data visualization platform ("Agreement"). The Agreement expires on March 16, 2024 and has an option to renew for an additional two years based on the City's option to extend.

The City would like to renew the Agreement for an additional two years through March 16, 2026 based on the terms and conditions stated in the Agreement.

If you have any questions regarding this process, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Deirdre Rockefeller-Ramsey".

C15850BDDBC147A...

Deirdre Rockefeller-Ramsey

Police Business Manager

dramsey@fremont.gov

510-790-6991

Enclosure: Executed Service Agreement # 21-0113

EXHIBIT B
INSURANCE REQUIREMENTS
(Insert City Insurance Requirements)

Exhibit B:
Insurance Requirements
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Please consult the full text ahead of this exhibit in Chapter 4 for a more thorough analysis of the special terms and conditions related to cyber contacts.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
- 4. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction

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of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

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Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

Requesting a waiver of subrogation on a Vendor's cyber liability policy is not typical, but it can be done in certain situations. An City of Stockton can request a waiver if the Vendor's actions or negligence could impact your City of Stockton's ability to operate, however, most cyber policies simply won't grant this coverage extension so expectations should be managed. If it is granted, we would recommend the following:

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to

REV 2024-03-25

obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

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

Special Risks or Circumstances

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

Certificate Holder Address

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

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

EXHIBIT C

(If applicable, insert Contractor's Price Quote and ensure the price quote has no terms and conditions and that it references the COOP Agreement Number and name.)

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Jeanetta McDonald
 Stockton Police Department
 22 E Market St
 Stockton, CA 95202 USA

FROM: Megan Douthitt
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Jeanetta.McDonald@stocktonca.gov

EMAIL: Megan.Douthitt@carahsoft.com

PHONE: (209) 937-8533

PHONE: (571) 662-3908

FAX: (703) 871-8505

TERMS: OMNIA EDU contract: R191902
 Term: April 30, 2025
 FTIN:52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 45734078
QUOTE DATE: 05/31/2024
QUOTE EXPIRES: 07/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$700,500.00
TOTAL QUOTE: \$700,500.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
BASE YEAR						
1	AR2472-CAR001-1YR-756	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		\$233,500.00	COOP 1	\$233,500.00
BASE YEAR SUBTOTAL:						\$233,500.00
OPTION YEAR 1						
2	AR2472-CAR001-1YR-756	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		\$233,500.00	COOP 1	\$233,500.00
OPTION YEAR 1 SUBTOTAL:						\$233,500.00
OPTION YEAR 2						
3	AR2472-CAR001-1YR-756	Software subscription for 1 year term, including data integration, unlimited users Peregrine Technologies - AR2472-CAR001-1YR		\$233,500.00	COOP 1	\$233,500.00
OPTION YEAR 2 SUBTOTAL:						\$233,500.00
SUBTOTAL:						\$700,500.00
TOTAL PRICE:						\$700,500.00
TOTAL QUOTE:						\$700,500.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Purchase Order must reference OMNIA contract

Line Item 1 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

Line Item 2 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.

Line Item 3 Scope of Work. Peregrine Technologies, Inc. will deliver the Peregrine software platform ("Peregrine") to the Stockton Police Department to provide access to Peregrine's data integration and analysis software. Peregrine will integrate data from: Central Square CAD Central Square RMS, Axon BWC, Vigilant ALPR, Flock ALPR, evidence system, and property room database.

This quote provides support for 30-day retention of LPR data and up to 50,000,000 annual LPR reads.

The customer is responsible for any third-party API or data access fees that may be required.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives.



City of Stockton

Legislation Text

File #: 24-0561, **Version:** 1

APPROVE MOTION TO ADOPT STANDARD AGREEMENT AMENDMENT NO. 1 BETWEEN FLOCK GROUP INC. AND THE CITY OF STOCKTON IN AN AMOUNT OF \$877,600 FOR THE INTEGRATION OF PREPARED 911 SOFTWARE

RECOMMENDATION

It is recommended that City Council approve a motion to:

1. Authorize the City Manager to approve Standard Agreement Amendment No. 1 between Flock Group Inc. and the City of Stockton (City), increasing the Compensation subsection by a maximum not to exceed amount of \$877,600 for the integration of Prepared 911 software; and
2. It is further recommended that the City Manager be authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

Prepared 911 fully integrates with the Stockton Police Department's (SPD) Flock cameras and assists in effective communication with the public in emergencies reported to the Dispatch Center. The software can perform text language translation, inbound non-emergency text, GPS location of the caller for Dispatch, artificial intelligence telecommunicator assistance & AI-Powered insights, audio transcription and translation in over 20 languages, and share caller-provided data (live video, photo, GPS location) directly with field personnel, among other capabilities. Funding for the Standard Agreement Amendment was included in the award for the FY 2024-25 AB 109 Funding of the Community Corrections Partnership Task Force (CCP Task Force) under Motion 2024-05-21-1208. SPD is seeking Council approval to expand the current Flock contract to integrate Prepared 911 in an amount not to exceed \$877,600.

DISCUSSION

Background

The SPD Partnership with San Joaquin County for CCP Task Force was approved by Council on May 21, 2024, by Motion 2024-05-21-1208. SPD was awarded the amount of \$3,537,691 in revenues and expenditures for the Police Grants and Special Programs CCP Task Force, allowing the SPD the ability to purchase fundamental services. Through our current Flock contract, Prepared 911 provides a platform that will provide dispatch with automatic caller location, audio for every call, call transcription and translation, livestream media, along with other services which will provide greater awareness and intelligence to responding officers, improving situational awareness and safety.

The SPD currently uses multiple data systems for its daily operations. Most of these systems are not linked and require a significant amount of time, training, and effort to cross analyze case-related data and effectively investigate crime trends. None of these systems allow the department to both proactively understand and respond to public safety concerns in real time. The existing Flock contract provides a robust License Plate Reader (LPR) Program with comprehensive monitoring, processing, and machine vision services that integrate with the Flock ALPR cameras placed at various City locations. Flock's camera system allows officers and detectives to investigate crimes in real time, making our streets safer through vehicle identification and the ability to share data between law enforcement agencies.

Present Situation

Prepared 911 is an advanced analytic platform, available in connection with SPD's existing Flock system, that provides a single point of access to communicate, view and analyze large-scale, real-time data from multiple data sources. Through Flocks Prepared 911 interface, this software performs several critical functionalities including data integration, search and information retrieval, advanced analytics, data management, collaboration, access control, and security. Additionally, the software can perform the following:

- Text Language Translation (140+ languages and dialects)
 - Better assist secondary/ non-English speakers in the community
- Inbound Non-Emergency Text
 - Allow for ease of text communication for non-emergencies from the public (140+ languages and dialects)
- Outbound Text (with canned messages)
 - Enabled outbound text messages from the agency to the public as needed (140+ languages and dialects)
- Live Video
 - Intake and process live video from caller's phone in real-time
- Recorded Video
 - Intake and process recorded video recordings from caller phones
- Photos
 - Intake and process live photos or saved photos from caller phones
- GPS location of the caller for Dispatch
 - Pin-point exact GPS coordinates of an emergency directly from a caller's phone
- Real-Time-Text
 - To better communicate with the hearing impaired and differently abled community
- Artificial Intelligence Telecommunicator Assistance & AI-Powered insights
 - Note-taking and real-time summary of the emergency from caller audio
 - Instant sentiment analysis
 - Person description analysis
- Media analysis for objects and texts of interest
 - Audio Transcription
 - Real-time line-by-line transcription of caller audio to reducing repeat

questions and faster relay of information out to the field

- Audio Translation in over 20 languages
 - Real-time translation of caller audio into a digestible line-by-line
- transcription
 - Custom Workflows for Automating Text Responses
 - Supervisory Dashboard
- Faster and more efficient “Real-time QA”/ mental health check for dispatchers based on call types
 - Share caller-provided data (live video, photo, GPS location) directly with field personnel

Staff is seeking Council approval to expand the current Flock contract to integrate Prepared 911 in an amount not to exceed \$877,600 to assist with daily operations to maximize effectiveness and efficiencies with every call for service taken by our Dispatch Center, ensuring quick and efficient police response to the entire community.

FINANCIAL SUMMARY

The proposed cost of this amendment is not to exceed the amount of \$877,600, with a total contract amount of \$975,000. Funding for year one of Prepared 911 is included in the FY 2024-25 AB109 Community Corrections Partnership Task Force Grant Police Other Special Revenue fund, Reimbursements sub fund, Investigations division, and Special Investigation program. Future year funding requests for Prepared 911 will be requested through AB109 Community Corrections Partnership Task Force Grants.

Attachment A - Flock Group Inc. Standard Agreement Amendment 1

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
423000702	1

This Amendment Number 1 to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and Flock Group Inc.

RECITALS

Exhibit A Term and Termination, Paragraph 7.1 Changes, states that both parties may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit A Entire Agreement, Paragraph 11.4 Changes, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A Special Terms, Paragraph 11.7 Changes, states specials terms which are indicated in the proposal and shall become part of this Amendment; and

The City needs to increase the Compensation, Not to Exceed amount in the Order Form of the Standard Agreement, by \$438,800 to pay the Contractor to cover Prepared 911 services.

Now therefore, the City and the Contractor mutually agree as follows:

1. The termination date in Paragraph 2 of the Standard Agreement is amended to:
 August 1, 2025

2. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Exhibit A Order Form, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is \$877,600 (hereafter the "not to exceed" amount) for 2 years. The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit A Section 2 or other requirements of this Agreement.

Initial Term the maximum not to exceed amount is \$97,400

Extended Term the maximum not to exceed amount is \$877,600

Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed \$975,000

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

3. The Contractor will provide the Prepared 911 platform, which will provide dispatch with automatic caller location, audio for every call, call transcription and translation, and livestream media, along with other services that will provide greater awareness and intelligence to responding officers, improving situational awareness and safety. In the maximum not to exceed amount of \$877,600 for 2 years.

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

CONTRACTOR

Flock Group Inc.

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

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC
Interim City Clerk

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

BY:

CHANGE ORDER CALCULATOR										
Vendor: Flock Safety							Date: 06/06/24			
Dept: Police Department							Contract/PO Number:			
Account #: 3514-000-650002-260-20-35-000-000-							Requestor: J. Perez-Luna			
ENTRIES IN BOLD RED INDICATE YOUR BALANCE OF CM AUTHORITY CCO AMOUNT IS EXCEEDED. YOU MUST GO TO COUNCIL FOR APPROVAL.							Original Contract Amount:		\$97,400.00	
							Original Contract Award Date:		04/01/23	
							Original Contract Expiration Date:		04/01/25	
							Contract Amount to date:		\$975,000.00	
							Authorized CCO Amount to date:		\$877,600.00	
Effective Date: Dec 2, 2021							Available CCO Funding:			
CM Authority: \$ 100,000							Contract Expiration to date:		04/01/25	
CCO No.	Description	Requested CCO Amount	Time Extensions			Required Approval by:		Date CC Approved (mm/dd/yy)	Revised Contract Amount	Revised CCO Authority Balance
			D	M	WD	CM	CC			
PREVIOUSLY APPROVED CCOs										
	Last Council Action									
	Total approved CCOs since last Council Action									
NEW PROPOSED CCOs										
									\$97,400.00	\$2,600.00
1	Additional Funds for Prepared 911 (year 1 and 2)	\$877,600.00					Y		\$975,000.00	(\$875,000.00)
Total CCO Amount and Time Extension To-Date ----->		\$877,600.00								

Flock Safety + CA - Stockton PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: • Vehicle make • Body type • Color • License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement.	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.
√ 1 Standard LPR Camera	√ 1 LPR Camera	√ 1 Long-Range LPR Camera
√ Unlimited LTE data service + Flock OS platform licenses	√ Unlimited LTE data service + software licenses	√ Computing device in protective poly case
√ 1 DOT breakaway pole	√ 1 portable mount with varying-sized band clamps	√ AC Power
√ Dual solar panels	√ 1 Charger for internal battery	√ Permitting, installation, and ongoing maintenance
√ Permitting, installation, and ongoing maintenance	√ 1 hardshell carrying case	

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	CA - Stockton PD	Initial Term:	24 Months
Legal Entity Name:	CA - Stockton PD	Renewal Term:	24 Months
Accounts Payable Email:	brian.fry@stockca.gov	Payment Terms:	Net 30
Address:	22 E Market St Stockton, California 95203	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$47,500.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	15	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$300.00	1	\$300.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	14	\$2,100.00
Subtotal Year 1:			\$49,900.00
Annual Recurring Subtotal:			\$47,500.00
Discounts:			\$350.00
Estimated Tax:			\$0.00
Contract Total:			\$97,400.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$49,900.00
Annual Recurring after Year 1	\$47,500.00
Contract Total	\$97,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$350.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

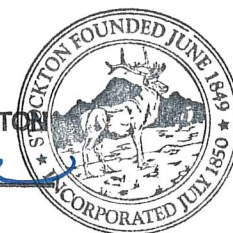
DocuSigned by:
Mark Smith
AC5C931454C24F3...

By: _____
Name: Mark Smith
Title: General Counsel
Date: 7/24/2023

Customer: CA - Stockton PD

By: [Signature]
Name: Harry Black
Title: City Manager
Date: 7/21/23
PO Number: _____

ATTEST:
for CLERK OF THE CITY OF STOCKTON
By [Signature]



Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 19 day of May 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness,

prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (*"Permitted Purpose"*).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 *"Anonymized Data"* means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 *"Authorized End User(s)"* means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 *"Customer Data"* means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. *"Customer Hardware"* means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 *"Embedded Software"* means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “***Vehicle Fingerprint™***” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “***Web Interface***” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies; the competitive strength of, or market for, Flock's products or services; such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's

business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of

the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least

thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will be for the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided,

however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS

AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. To the fullest extent permitted by law, Flock shall indemnify and hold harmless Customer, its officers, officials, employees, agents, and volunteers from and against liability, loss, or damage of any kind, including claims, costs (including without limitation costs and fees of litigation) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise

expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.1.1 Prevailing Wage. It shall be the responsibility of Flock to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of Flock to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

11.1.2 Applicable Laws Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Flock certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual

execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Public Disrepute. In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



City of Stockton

Legislation Text

File #: 24-0576, Version: 1

APPROVE RESOLUTION OVERRULING PROTESTS, CONFIRMING ASSESSMENT OF DELINQUENT CODE ENFORCEMENT CHARGES, AND DIRECTING THE ASSESSMENTS BE PLACED ON THE SAN JOAQUIN COUNTY TAX ASSESSOR'S ROLL

RECOMMENDATION

It is recommended that the City Council approve a Resolution overruling protests and confirming the assessment of the delinquent charges listed in the "2024 NSS Assessment List - Delinquent Accounts" stemming from code enforcement actions against the affected properties, and directing the assessments be placed on the San Joaquin County Tax Assessor's Roll.

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

Summary

The Police Department's Neighborhood Services Section (NSS) is tasked with enforcing health and safety codes on properties throughout the City. When municipal code violations are found, the responsible party (the property owner or sometimes the tenant) is given an opportunity to correct the violation through notices issued by the City. While some violations are minor, such as excessive garbage in the front yard, others are much more serious and present an immediate health and safety risk if left unaddressed, such as piles of garbage, junk, and debris; loose electrical wiring; or inoperable plumbing in an occupied structure.

In addition to enforcement of the municipal code, the NSS also administers programs such as hotel/motel permits, vacant property monitoring, and rental property inspections.

To recover City costs, in April of each year, the NSS begins a process to place all outstanding amounts over 30 days past due on the tax bill for the affected property. This process includes written notification mailed to the property owner of record, an opportunity to appeal placement of the charge on the tax bill before an Administrative Hearing Officer, and review by the City Council for confirmation of the proposed assessment amounts and request to forward the assessments to the San Joaquin County Assessors for direct placement on the property tax roll for 2024.

As of June 27, 2024, there are approximately \$1,439,734.85 in delinquent code enforcement charges that are unpaid and are therefore eligible to be placed on the tax roll. The opportunity to appeal charges to be placed on the property tax roll concluded on May 16, 2024.

DISCUSSION

Background

In 1996, amendments to the Stockton Municipal Code (SMC) 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 provide due process to the affected property owners and to hear objections to the charges and confirm the costs of the applicable abatement actions taken by the City. In each enforcement matter, the NSS uses a progressive compliance model and a variety of tools to resolve the violations, including the imposition of fees and fines. In cases where the responsible property owners do not fix violations in a timely manner, the City may make the determination that it must move forward to abate the violations using a variety of mechanisms to protect the health, safety, and welfare of the public. In such instances, the City exercises its authority provided under the SMC and incurs the cost to abate the outstanding health and safety code violations and passes on those costs to the property owner (hereinafter “code enforcement charges”).

Although fees and fines are billed on a regular basis, many accounts fall delinquent. To recover City costs, in April of each year, the NSS begins a process to place all outstanding amounts over 30 days past due on the tax bill for the affected property. This process includes written notification mailed to the property owner of record and an opportunity to appeal placement of the charge on the tax bill at an Administrative Hearing. At the conclusion of the Administrative Hearing, if the Administrative Hearing Officer finds for the City, an order is issued directing the delinquent code enforcement charges be submitted to the San Joaquin County Tax Assessor for property tax assessment against the affected properties. The City Council is then asked for a confirmation of the proposed assessment amounts and agreement to forward the assessments to the San Joaquin County Assessor for direct placement on the property tax roll for the upcoming year.

Routine collection efforts, including code enforcement assessments against the affected properties, remain in place until all amounts owed to the City are paid. In instances where the property is refinanced or sold, the City will collect all monies due, including penalties and interest, through the sale or refinancing process. The code enforcement assessment carries the same priority as tax assessments and is paid on the property sale, foreclosure, or transfer of ownership. Actual amounts recommended for placement on the tax roll vary from year to year.

Present Situation

On April 18, 2024, 601 property owners owing delinquent code enforcement charges were notified via certified mail. The letter indicated that failure to pay by the date provided would result in all delinquent code enforcement charges being submitted to City Council for approval and forwarding to the San Joaquin County Assessor’s Office for placement on the property tax rolls. The letter also advised the property owner of the scheduled Administrative Hearing, which was held on May 15, 2024, and May 16, 2024, at which time the property owner was given the opportunity to appear before an Administrative Hearing Officer to contest the proposed charges and placement of the charges on the tax bill. Approximately 34 accounts were brought current between the initial notice of proposed assessment and the Administrative Hearing.

During this hearing, the Administrative Hearing Officer has the opportunity to review the City's code enforcement costs, including delinquent charges, hear any objections to the amount and appropriateness of the charges and the City's proposed action to place those amounts on the tax roll. This Administrative Hearing is not an opportunity for the property owner to contest the charges billed. That opportunity occurs during actual enforcement as specific actions are taken, and the SMC provides for an appeal process when the underlying violation is issued. A total of six property owners appeared at the Administrative Hearing. At the conclusion of the hearing, the Administrative Hearing Officer issued an Administrative Order confirming the placement of costs on the tax roll. Attachment A is a copy of that Administrative Order and includes the final number of properties confirmed for assessment to the tax roll by the Administrative Hearing Officer at 539.

As of June 27, 2024, there were approximately \$1,439,734.85 in delinquent code enforcement charges and interest penalties that were unpaid resulting from City code enforcement actions in Fiscal Year 2023-24. Ideally, the City will receive these funds from the County as property taxes are paid in Fiscal Year 2024-25; however, many property owners do not pay their property taxes timely, resulting in a delay of the City's receipt of these funds. On average, the City receives 40% of the assessed delinquencies in the first fiscal year following the placement of the assessment.

The Administrative Services Department will compile delinquent charges from the appropriate City Departments and send 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 12, 2024, for receipt of this information.

FINANCIAL SUMMARY

There are approximately \$1,439,734.85 in code enforcement charges and interest that are delinquent. Although the County places 100% of the amount of the assessments on the tax rolls, it is anticipated that only \$576,000 will be received during Fiscal Year 2024-2025. That amount has been budgeted in the adopted Fiscal Year 2024-25 General Fund Police Department Neighborhood Services Section Revenue Account No. 3517-000-450017. 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.

Attachment A - Administrative Order for 2024 Assessments

HEARING DATE: May 15-16, 2024	HEARING TIME: 9:00 am	BLANKET ADMINISTRATIVE ORDER	Case/AR #: See Attached Roster
		AGENDA ITEM	
HEARING OFFICER: Edith M. Awuah		PROPERTY ADDRESS: See Attached Roster	
RESPONSIBLE PERSON/APPELLANT: See Attached Roster		CITY REPRESENTATIVE: Almarosa Vargas	
SUBJECT OF APPEAL: 2024 Tax Assessments			
DECISION: The appellant having appeared ☐ or by absence, having waived his/her right to appear ☒ or having been represented by _____ as he/she has authorized ☐ on the above referenced date to protest the action taken: ☐ The appeal is hereby granted based on the failure of the City to: _____ ☐ The appeal is hereby denied based on: _____ ☒ <u>The charges are confirmed for payment or assessment to the property taxes.</u> ☐ _____ must be abated/corrected by _____ ☐ _____ must be corrected by _____ ☐ Other _____ ☐ Hearing continued until _____			
Additional Comments/Orders:			
Customers on the attached roster were notified by certified mail of these hearings but failed to appeal and or attend said hearings. Accordingly, the City of Stockton is granted the ability to enforce its liens in respect of said properties by adding the amounts of said liens to the Property Tax Roll of the County of San Joaquin for collection, and is further granted the ability to seek a refund of all costs and expenses associated with the enforcement of same, unless an appellant arranges payments on the amount on or before June 27, 2024.			
HEARING OFFICER		DATE: May 20, 2024	

ALL DECISIONS SHALL BE FINAL

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING PROTESTS, CONFIRMING ASSESSMENTS OF DELINQUENT CODE ENFORCEMENT CHARGES, AND DIRECTING THE ASSESSMENTS BE PLACED ON THE SAN JOAQUIN COUNTY 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

A hearing was held on May 15, 2024, and May 16, 2024, at 9:00 a.m., in the City Council Chambers at City Hall, wherein all objections to property tax assessments for code enforcement charges were overruled by the Administrative Hearing Officer; and all rights of appeal afforded by the SMC have expired or have been exercised; and

The “2024 NSS Assessment List – Delinquent Accounts,” attached as Exhibit 1, incorporated by reference, represents assessments against the property owners, trustees, or administrators of the noted properties for reimbursement of code enforcement charges including costs, fees, fines, and/or penalties that have become delinquent; now, therefore,

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

1. All protests and/or objections to the charges listed in the “2024 NSS Assessment List – Delinquent Accounts,” attached hereto as Exhibit 1 and by reference made a part hereof, are hereby overruled.

2. The “2024 NSS Assessment List – Delinquent Accounts” 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 procedures under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

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4. The City Manager is authorized to take such other actions as are appropriate to carry out the intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
13106	\$569.16	GRAY TR, FRANK M SR	167-144-03	1546	S	AMERICAN ST
20994	\$2,809.20	COWINGS, VERDELL	165-130-35	306	W	SIXTH ST
25231	\$11,911.91	FREY, SHARON LEE LF	147-083-11	1248	S	MADISON ST
25660	\$398.00	MULHOLLAND TR, DANIEL	147-310-16	928	S	GRANT ST
25775	\$12,209.21	SABIN, DON	137-140-33	922	N	MONROE ST
26160	\$1,537.30	ALONZO JR, CRUZ R	165-130-11	1979	S	MADISON ST
26330	\$970.72	ONWEILER, ALLEN S	081-360-33	440		MARENGO AV
28051	\$2,002.59	BURFORD JR, LAFAYETTE	177-161-05	1493		MICHAEL AV
28170	\$3,285.39	EDGE, JOHN DOUGLAS	141-130-21	2211	E	FREMONT ST
29424	\$657.80	THOMPSON, TODD G	133-180-38	2324		RAYMOND AV
29926	\$2,112.92	WHITE LIVING TRUST	169-076-20	1238	E	SEVENTH ST
30638	\$664.00	BILYEU, ANN L	081-347-01	6203		ALTURAS AV
33611	\$2,302.20	BAGSBY, BOBBIE J	169-260-15	2337	S	SACRAMENTO ST
33873	\$479.11	HYLES, MARK W	151-050-39	1447	E	POPLAR ST
34813	\$827.92	CENTENO, ELIAS S	147-203-07	1125	S	SUTTER ST
34926	\$3,877.34	PRT CORP	139-174-02	410	E	FLORA ST
36191	\$331.86	MCCLAIN, THOMAS R	171-110-09	1933		POCK LN
36764	\$1,915.46	DOMINGUEZ SR ESTATE, RALPH	157-030-07	2735	E	LAFAYETTE ST
37584	\$543.71	ROSS, INA J	137-093-09	521	W	WILLOW ST
38479	\$172.20	CARBONELL, LEROY	139-172-02	322	E	FLORA ST
38711	\$1,215.75	THOMPSON, A ANNE TR	133-250-29	1414		HOLT ST
38762	\$504.02	CALM PROPERTIES LLC C/O MARTIN WONG	110-220-06	940		ROSE MARIE LN
39535	\$344.40	JIMENEZ, ALFONSO	088-270-08	9175		FITZPATRICK CI
39736	\$17,292.27	STOCKTON MARIPOSA LLC	173-060-30	2180	E	MARIPOSA RD
39988	\$1,666.08	THOMPSON TR, A ANNE	171-380-14	2611		NIGHTINGALE AV
39989	\$1,666.08	THOMPSON, TODD G	171-380-15	2623		NIGHTINGALE AV
40304	\$6,062.30	LEE ETAL, HELEN	137-093-10	529	W	WILLOW ST
42108	\$772.80	RING, DENNIS L & NANCY	135-270-48	540	N	ARGONAUT ST
43483	\$574.43	COWINGS ETAL, VERDELL	153-112-10	2084	E	WEBER AV
43489	\$171.15	KHAN, MOHAMMAD AKRAM C/O DAUD KHAN	133-412-26	1853	W	FLORA ST
43647	\$500.20	ABED, YAMIL & SANDRA	082-080-43	3114		VALLEY FORGE DR
44711	\$1,569.78	UNG, JAMES & SUSANA	104-260-04	4453		COTTON CT
45083	\$3,490.28	JOHNSON, BOBBETTE D	111-310-11	1800		RIVER DR

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
45246	\$2,052.00	DANIELS, TROY	125-130-17	65	E	ARCADE ST
45271	\$398.00	BILLBERRY COFER, JOYCE	072-220-02	1214		PRINCESS DR
45280	\$574.43	RENAISSANCE TOWNHOMES	110-320-37	1918		ROSE MARIE LN
46302	\$569.16	ANDRADE, ERNESTO G & LUCINA G	147-215-11	804	S	SUTTER ST
47710	\$1,754.50	FISK EST, DOROTHY M	155-330-10	2280	E	HAZELTON AV
47752	\$1,215.05	RING, DENNIS L & NANCY	127-050-11	22	W	ALDER ST
50552	\$219.09	BADIE, BAHRAM	081-390-04	118	E	SWAIN RD
50834	\$2,480.26	UNG, JAMES & SUSANA	104-260-05	4445		COTTON CT
52366	\$416.13	TORRES, PEDRO	104-240-30	235	E	BIANCHI RD
52684	\$9,500.84	UONG, MARIE	163-220-27	1725	S	STOCKTON ST
53470	\$995.28	WANG , JOHN F JR ETAL	108-070-18	1534		SILVER CREEK CI
53794	\$845.42	SARAO, SARBJIT S	151-370-09	1305	S	WILSON WY
54101	\$248.24	COSTA, JOSEPHINE TR	115-100-20	12	E	INGRAM ST
54154	\$674.34	BRAZZEL, STANLEY J & DEBORAH L	125-200-34	210	E	ELLIS ST
54444	\$577.83	GLIDEWELL, MICHAEL A & JULIE A	115-280-17	726	E	BARRYMORE ST
54921	\$219.09	TIEDJE, JOSEPH D	097-760-10	1606		PORTER WAY
55038	\$2,530.18	CIENFUEGOS, OLIVO & NATIVIDAD	177-300-27	3423	S	B ST
56431	\$405.96	INIS TR, ERNEST R & HILARIA M	163-160-13	2111	S	ARGONAUT ST
56619	\$1,096.50	PRT CORPORATION	145-310-41	538	S	PERSHING AV
56801	\$533.88	BATONGBACAL, MICHAEL & NORMA	127-050-19	44	E	ALDER ST
57017	\$22,731.01	HARRISON, WILLIE LEE ETAL	165-060-39	286	W	THIRD ST
58409	\$6,325.66	EDWARD A BENT FAMILY LP	116-210-07	4973		MOSS CREEK CI
60091	\$164.00	HAYES, JAMES & NISALDA	139-174-12	728	N	SUTTER ST
61452	\$594.66	MCCLOSKEY, STEVENS A & JANICE	072-130-36	1639		WAGNER HEIGHTS RD
63085	\$4,027.48	CENTENO, LETICIA	157-090-19	404	S	SHASTA AV
63579	\$14,198.77	JOHNSON, LAURA O C/O CHESTER L HURST	117-235-11	1251		HIAWATHA AV
63657	\$9,372.38	CABRERA, RALPH A	125-110-11	10	E	ELLIS ST
63790	\$341.30	FUHRMAN, MICHAEL JOHN & TANYA % TERRY ALVERSON	115-184-12	276	E	DOWNS ST
63917	\$572.22	DEL VALLE CAPITAL CORPORATION	177-170-17	2910	S	AIRPORT WY
63977	\$3,018.26	THOMPSON EST, PAUL F & ANN	079-051-01	526	W	MORADA LN
64325	\$574.43	BROWN III, RANDOLPH	079-244-03	524		HIGHMOOR AV
65788	\$4,757.52	RUBINGER, CHERYL ETAL c/o JOAN RUBINGER McFADDEN	125-250-04	335	E	ARCADE ST
67053	\$20,404.44	EDDWARD A BENT FAMILY LP	164-180-23	1208		LLOYD THAYER CI

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
68681	\$7,654.82	THATER, LUZVIMINDA B	167-134-06	1615	S	STANISLAUS ST
72130	\$38,325.92	GIACOMA, CARMELLA MARY	155-060-17	1640	E	HAZELTON AV
73020	\$504.59	LOPEZ, RAMON R	096-180-53	4752		IJAMS RD
73234	\$1,638.20	SALINAS VALLEY CORP	177-280-33	4447	S	AIRPORT WY
73953	\$5,248.38	PUFNOCK, NICHOLAS	137-164-14	545	W	PARK ST
74103	\$12,381.18	HAWKINS EST, NANCY D	079-030-03	839		MORADA A CT
74366	\$19,134.50	1245 MINER PROPERTIES LLC C/O SURINDER P. & KARANTI SINGH	151-160-29	1248	E	MINER AV
75003	\$130.39	POWERS, STANLEY O & S K	143-210-04	3076		ANITA ST
76597	\$490.26	IRA SERVICES TRUST COMPANY C/O IRA TRUST SERVICES	125-310-35	425	E	MENDOCINO AV
76816	\$1,359.41	KHAN, SARISH	124-260-06	9218		BRIDALVEIL CI
76900	\$1,505.72	THOMPSON TR, A ANNE	072-250-26	9702		ENCHANTMENT LN
77306	\$1,153.22	THOMPSON, ANNE	079-061-16	725		SAN LUCAS AV
78886	\$4,477.83	ACOSTA, ANGELITA M	169-073-11	1105	E	SEVENTH ST
78955	\$1,550.71	WANG, XIA HUA	133-050-13	2844		MONTE DIABLO AV
79424	\$147.73	HARRISON ETAL, BARBARA L	155-090-22	1741		MILTON ST
79630	\$589.05	RUBINGER ETAL, CHERYL C/O JOAN RUBINGER MCFADDEN	090-230-28	8412		CHERBOURG WY
79719	\$856.62	LEPE, ALMA	081-030-29	244		SEGOVIA LN
79759	\$1,208.53	RUBINGER ETAL, CHERYL	117-235-01	2004	E	HARDING WY
80180	\$809.88	VARE LLC ATTN: ALEX SINGH	179-260-43	4884		FRONTIER WY
80414	\$1,465.20	UONG, ANTHONY & HOP	082-310-05	3014	W	HAMMER LN
80689	\$804.27	GARZA, ISABEL	097-650-33	2921		FISHER CT
80945	\$1,957.18	SPSSM INVESTMENTS-VI, LP	139-221-04	625	E	OAK ST
81128	\$1,051.09	CASTILLO, GLADYS	128-390-08	4437		HARMONY HILL WAY
81374	\$1,783.64	JENKINS, MELVA JEAN	075-270-01	2329		DARIO CI
81642	\$334.56	UNG, SOK KIU	097-510-17	6290		PORTERFIELD CT
81708	\$901.86	AGUIRRE, MANUEL	125-330-03	521	E	MENDOCINO AV
81709	\$2,113.48	ADVANCE DEVELOPMENT CORP	139-223-03	639	N	GRANT ST
81722	\$572.22	SPIRO, HAROLD L & MILDRED	113-041-01	2526	N	PERSHING AV
81860	\$2,191.18	SANCHEZ ETAL, JOEL	167-150-49	608	E	DR MARTIN LUTHER KING JR BL
82065	\$643.30	LIU, LITAO & QIUHUA	128-090-22	4921		SNOWBERRY LN
82252	\$3,316.49	RAHMAN, MAJEEDAH	079-250-15	8349		KILTIE WY
82264	\$653.09	ZHOU, ZHEN & JINGZHOU	096-320-12	4446		HELENS OAKS CI
82286	\$583.44	GREWAL AMAN LOGAN	096-300-11	4866		KIMBALL HILL CI

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
82483	\$343.35	LAM, TAT	102-370-01	328		NORTHBANK CT #2
82639	\$417.76	ELLERY, RYAN C	115-112-23	87	W	DOWNS ST
83048	\$632.98	MANETTI, ROBERT	113-361-06	426		TUXEDO S AV
83581	\$224.64	RUELAS JR, CLAUDIA M	104-300-01	402	E	BIANCHI RD #1
83948	\$394.05	TRAN, VIET	133-033-44	2947		MONTE DIABLO AV
84100	\$561.00	PHAN, NGA THANG	094-320-88	1822		WHITNEY ST
84221	\$2,310.88	LAVARIAS, RANDY	163-120-52	643		CHICAGO AV
84396	\$164.00	MIRANDA, SAUL	147-140-36	916	S	CENTER ST
84602	\$666.04	KHAN, HUSAAN SARFARZ	079-450-28	18		MARTINIQUE CT
84699	\$1,584.14	TCWB INC	147-095-12	143	W	JEFFERSON ST
84767	\$1,551.84	LEE, GENE H & JULIT	082-070-15	8441		KELLEY DR
85152	\$559.34	WOO, BEN & MINERVA	079-400-03	309		LISA CT
85219	\$6,885.80	KARIM-PANAHI, SASSAN	139-166-02	534	E	OAK ST
86243	\$163.00	HERRO TR, EDWARD M & COSETTE	104-320-18	4434		CALANDRIA ST #1
86338	\$3,392.08	PINEDA, FERNANDO	075-390-03	917		KATHERINE WY
86574	\$4,864.84	HOAG, ANNETTE L	153-030-27	1527		CHANNEL ST
86579	\$402.48	GROUP III SGV PROPERTIES, LTD.	104-110-06	4952		KENTFIELD RD
86929	\$13,883.86	LEWIS, JIMMIE LEE EST C/O ANDANIA LEWIS	155-360-34	2321	E	CHURCH ST
87099	\$3,123.57	SHARMA ETAL, RAJINDER K C/O ARUN K MOHINDRA	147-215-10	820	S	SUTTER ST
87256	\$5,007.93	BERKENBUSH, VIKTORIJA	133-043-11	2805		RAYMOND AV
87864	\$700.73	PANDE, CHANDRA B & SHIRLEY S	139-040-53	1005	N	EL DORADO ST
87880	\$561.00	KHAN, HUSAAN SARFARZ	090-250-07	2510		BORDEAUX AV
88009	\$3,324.88	ISABELA ETAL, AMY H	175-140-08	3677		MARY AV
88146	\$1,949.08	LIN, KUNYAN	135-422-12	807	W	PARK ST
88205	\$2,187.18	JVN PROPERTIES LLC C/O NICANDRA FERREIRA	133-020-38	1266		DORAY CT
88464	\$454.10	RAMIREZ MAGDELENA TR	111-322-12	1780		LA JOLLA DR
88466	\$3,763.46	THOMPSON TR, A ANNE	153-204-12	2387	E	LAFAYETTE ST
88670	\$4,711.11	GROUP III SGV PROPERTIES LTD	167-160-02	1419	S	STANISLAUS ST
88788	\$962.75	DE LOS SANTOS, ANDRES & MARINA	165-130-04	265	W	SIXTH ST
88941	\$574.43	HAFIZAHMAD, PASSEFUN NISHA	145-240-15	420	S	ARGONAUT ST
88942	\$450.14	HAZIFAHMAD PASSEFUN NISHA	104-310-52	4438		LA CRESTA WY #4
89268	\$3,810.66	JVN PROPERTIES LLC C/O NICANDRA FERREIRA	155-330-16	2245	E	SCOTTS AV
89287	\$654.07	JACKSON, CLARENCE A	165-240-02	2485	S	COMMERCE ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
89489	\$1,956.00	ANDRADE, YESENIA ETAL	165-075-13	1731	S	CENTER ST
89782	\$163.71	QAZI, QURATULAIN	133-070-04	1312		KINGSLEY AVE
89791	\$4,981.34	JVN PROPERTIES LLC C/O NICANDRA FERREIRA	147-214-01	904	S	SAN JOAQUIN ST
89908	\$1,644.19	CHINAR INVESTMENTS LLC c/o SHAILESH PATEL & ALBINA SUHAIL	139-180-58	337	E	POPLAR ST
89988	\$1,575.92	BEAS, JOSE & MARIA	151-060-25	708	N	UNION ST
90216	\$3,517.36	P R T CORP	139-174-01	406	E	FLORA ST
90274	\$1,445.36	BD OPPORTUNITY 1 LP	104-260-08	4478		COTTON CT
90491	\$853.55	NAZAKAT, MUHAMMED & ROHEELA	082-030-05	8821		KELLEY DR
90599	\$967.93	COFFEY, LEON	168-070-18	4015		MCDOUGALD BL
90912	\$1,465.19	TRAN, HOP T	139-180-56	470		PORTER LN
90956	\$2,200.70	JVN PROPERTIES LLC C/O NICANDRA FERREIRA	147-320-04	822	E	ANDERSON ST
91263	\$3,479.01	KHAN, JASON B	111-400-27	3548		GRANGE AV
91495	\$219.09	LOGAN PROPERTY INVESTMENTS	104-390-12	1146	S	DUVALL CT
91701	\$1,354.08	THOMPSON TR, A ANNE	153-204-13	2387	E	LAFAYETTE ST
92280	\$4,719.49	CALIFORNIA FUND TRUST c/o DANIEL LEE ROWAN TRUSTEE	165-261-01	582	W	NINTH ST
92304	\$6,757.10	PULIDO, ESTHER R	137-310-18	42	W	SONORA ST
92464	\$1,569.12	BROWN TR, IRMA J	169-203-22	2045		SCRIBNER ST
92474	\$970.72	AZAKH LLC	108-230-43	5361	N	PERSHING AV
92554	\$577.95	BAUMAN ROZLYNN SILVAGGIO TRUST	137-152-13	643	W	POPLAR ST
92605	\$1,248.71	BROWN, BRUCE	078-420-19	9782		MILLEN CT
92899	\$583.44	CUBIAS, MARIO F	079-170-30	8635		SANTA PAULA WY
92941	\$1,028.02	HLM LLC	147-220-09	735	S	SUTTER ST
92976	\$1,027.45	TRAN, HONG XUAN	117-330-44	1504		PINCHOT ST
93073	\$720.39	ECHOLS, CHRISTOPHER	167-150-56	607	E	FIRST ST
93152	\$5,959.26	ESQUEDA, ANGELA TEJEDA EST	139-020-02	1418	N	CENTER ST
93251	\$369.51	SINGH, AMARJIT	133-020-31	2854		PIXIE DR
93302	\$331.56	STORZ, JAMIE W B	123-260-16	2420		OXFORD WY F16
93306	\$1,007.54	ALBIN, PATRICIA C	151-042-18	1211	E	ACACIA ST
93380	\$221.27	GARCIA, RICARDO	133-033-08	2911		MONTE DIABLO AV
93409	\$219.24	MORENO-ALANIS, ROSALBA	133-033-43	2947		MONTE DIABLO AV
93520	\$642.77	CORONA, JUAN & LETICIA	133-411-37	1012		SAN JUAN AV
93533	\$3,515.94	THE KELLY LIVING TRUST c/o BRENDA KELLY & TAMMY KELLY	151-050-38	1431	E	POPLAR ST
93569	\$1,047.32	MCCULLUM, DEREK	135-414-07	904	W	FLORA ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
93581	\$331.56	DENG, LILLY	133-032-67	1236		OCCIDENTAL AV 3
93689	\$2,814.34	MARQUEZ, NEXEZ J	151-310-13	800	S	SIERRA NEVADA ST
93882	\$163.71	KRITZER, DENNIS M	133-180-11	1212		WILSHIRE AVE
93889	\$163.00	CANNISTRACI, DANNY K & PRICILL	113-203-02	726		TUXEDO N AV
93908	\$328.49	DAO ETAL, LAN T	137-122-01	144	W	ROSE ST
93933	\$654.31	MORALES, ALICE ANNETTE	147-270-22	1115	S	STANISLAUS ST
93935	\$4,165.10	MARTINEZ, SALVADOR BARRAGAN	157-104-08	859	S	GOLDEN GATE AV
94029	\$169.52	BRAR, RIPUDAMAN S & BINA	137-030-08	1841		RAMONA AV
94096	\$569.96	MELENDEZ, MARIA T	157-170-15	779	S	BROADWAY AV
94114	\$19,134.50	1245 MINER PROPERTIES LLC c/o SURINDER P. & KARANTI SINGH	151-160-70	1226	E	MINER AV
94193	\$835.60	PUFNOCK, NICHOLAS JON	135-180-22	1242	W	WALNUT ST
94264	\$398.00	GEALY, MARK	133-350-41	1009		FIGUEROA ST
94276	\$429.71	AYALA, JULIO JR & RACHEL	117-222-12	1706		EAST AV
94339	\$643.30	NGUYENTAN, THONHAN	128-260-61	4970		TIAMO WY
94348	\$261.82	ARMENTA, ROBERTO	125-190-02	111	E	ARCADE ST
94446	\$336.81	HERNANDEZ, MIGUEL G	104-300-54	4453		LA CRESTA WY 2
94450	\$1,434.56	SINGH, HARJAP & PARVINDER KAUR c/o PARDEEP SINGH SOOCH	117-080-06	1524	E	ALPINE AV
94467	\$328.49	THOMPSON, A ANNE	113-212-21	2310		DWIGHT WY
94472	\$356.08	KOKAB ETAL, JAVERIA	104-320-36	4410		CALANDRIA ST #4
94473	\$457.12	HAFIZ, PASSEFUN NISHA	104-320-38	4404		CALANDRIA ST 1
94476	\$336.81	HERRO TR, EDWARD & COSSETTE	104-310-28	4403		CALANDRIA ST 4
94483	\$224.64	HERRO TR, EDWARD M & COSETTE	104-300-42	4471		LA CRESTA WY 2
94499	\$4,114.94	DIXON, NATHANIEL & LARCENE	153-102-06	2060	E	WASHINGTON ST
94504	\$393.06	HERNANDEZ, MIGUEL G	104-330-09	4480		CALANDRIA ST 1
94570	\$1,178.13	KJELAAS, MARLIN	102-300-44	28		GOLD RUN PL
94696	\$730.61	HARRY, FELIX	104-380-09	446		CARIBROOK WY 1
94701	\$226.80	RENOR, HANA A	104-300-52	4459		LA CRESTA WY 4
94786	\$542.05	SOMAROUTHU, RAVEENDRA B	104-150-17	4878		GREENSBORO WY
94834	\$900.22	BD OPPORTUNITY 1 INC	104-240-12	234		SURREY LN
94955	\$1,429.47	OWP PHASE II LP	149-170-12	39	N	CALIFORNIA ST
95011	\$393.06	LOHOURY, HERMANN	102-340-22	4332		PACIFIC AVE #35
95023	\$1,739.58	MARTINEZ, NANCY M	113-260-17	679	W	SONOMA AV
95385	\$3,971.30	FLORES, RAFAEL A	139-300-10	821	E	CHANNEL ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
95522	\$142.08	POLO RUN FAMILY APARTMENTS LP c/o ROEM DEVELOPMENT CORP	088-180-25	8162		PALISADES DR
95544	\$1,381.28	KEOUGH, MIKE & SHEENA	179-520-05	4590		QUANTAS LN A4
95546	\$387.64	DENG, LILLY	104-320-26	4422		CALANDRIA ST 1
95571	\$3,877.06	SANCHEZ RANDY S & SANCHEZ MART	153-030-15	230	N	EUGENIA ST
95593	\$4,203.20	SAED, NIJEM	121-050-12	2726		WISCONSIN AV
95596	\$167.28	KOO MARVIN	088-200-05	8120		TAM O SHANTER DR
95710	\$563.89	COOLEY, J E SR	145-300-09	1605	W	WASHINGTON ST
95951	\$5,493.26	ALI, ABBAS	137-201-07	300	W	PARK ST
96029	\$328.49	SHONEFF, SALLIE ETAL	113-180-02	928		COUNTRY CLUB S BL
96155	\$705.06	OCHOA ROMMEL ERICK & MARTA Y E c/o CAROLINA B OCHOA	135-070-23	1629		CORNELL CT
96206	\$18,929.85	ROCHELLE TR, HORACE EARL JR	151-276-18	404	S	SIERRA NEVADA ST
96228	\$261.82	JJ SHERGILL INC c/o HARRY S SHERGILL	125-260-13	2723	N	CALIFORNIA ST
96250	\$24,815.24	LOPEZ, SEAN M	075-270-37	2332		DARIO CI
96506	\$242.22	GOLDEN OPPORTUNITY INVS LP	081-520-45	211		SAN CARLOS WY
96616	\$687.99	GRISSETT, TRACY M	088-390-57	9264		LITTLE CREEK CI
96833	\$2,205.41	GOLDEN OPPORTUNITY INVS LP	081-280-03	230	E	BENJAMIN HOLT DR
96840	\$2,324.78	GOLDEN OPPORTUNITY INVS LP	081-280-02	302	W	BENJAMIN HOLT DR
96890	\$949.98	SAI SADAN LLC ETAL	079-460-02	811		DUNDEE WY
96913	\$7,180.60	SPSSM INVESTMENTS IX LP	147-091-14	339	W	JEFFERSON ST
96970	\$8,777.03	MCCORMICK & BAXTER CREOS CO	145-190-11	1		*UNASSIGNED
96972	\$3,108.07	MCCORMICK & BAXTER CREOS CO	145-200-01	1214	W	WASHINGTON ST
96973	\$574.43	MCCORMICK, BAXTER CREOS CO	145-200-14	1415	W	WASHINGTON ST
97014	\$1,479.99	LUGHMANI, MOHAMMAD A	090-320-05	7934		MONTAUBAN AV
97071	\$3,852.34	CAL VALLEY INVESTMENTS INC	137-180-08	117	W	FLORA ST
97075	\$460.35	VILLA, ROSA SHOREQUE	155-230-14	2028	E	MAIN ST
97594	\$1,977.65	WILSON TR, RICHARD G	133-280-48	1972		SHIMIZU DR
97820	\$7,997.57	REYNOSO, ANTHONY X V	167-131-06	1615	S	SUTTER ST
97876	\$549.85	MENCHACA GABRIEL ANTONIO ROMER	110-170-09	1457		ROSE MARIE LN
97942	\$405.56	DENG, LILLY LI	104-330-32	4440		CALANDRIA ST 4
98006	\$2,944.32	LOPEZ, MARIA L Y	075-090-23	2107	W	HAMMER LN
98058	\$3,710.48	BRAXTON EST, WINIFRED	171-123-01	2404	E	SIXTH ST
98093	\$894.29	SINGH TR, MAJOR c/o HARBANS KAUR	110-230-06	4633		PACIFIC AV
98129	\$1,556.79	MARTIN HERNANDEZ c/o SECURITY EAT 320 INC.	169-040-22	1674	S	UNION ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
98192	\$5,067.16	KHAN, HUSAAN SARFARZ	079-450-29	26		MARTINIQUE CT
98195	\$717.28	SEARCY, PAULINE J	108-110-37	5917		FERN ST
98265	\$2,220.82	ROMERO ETAL, BENJAMIN MEJIA	167-105-12	2030	S	SAN JOAQUIN ST
98285	\$333.54	THOMAS, KATHRYN D	104-300-08	408	E	BIANCHI RD #4
98365	\$16,625.71	WATSON EST, PINK	169-090-01	1020	E	NINTH ST
98378	\$5,341.97	VLUGHT BARRY	139-060-28	540	N	HUNTER ST
98413	\$389.06	MERCADO, ANDRES	139-171-08	319	E	FLORA ST
98508	\$5,889.15	FERNANDES TR, NEUSA A	081-123-05	724		EDEN AV
98569	\$925.00	LOFTUS, MAUREEN	108-060-04	1730		LONG BARN WY
98575	\$1,150.82	COC CESAR / OROZCO BRENDY	139-224-12	735	E	FREMONT ST
98675	\$172.78	CRISPIERI, CESAR	104-300-23	434	E	BIANCHI RD 3
98715	\$2,977.90	SOLAR INVESTMENTS LLC	117-080-07	1653		EL PINAL DR
98732	\$740.26	CENTRAL VALLEY NEIGHBORHOOD HARVEST	179-180-29	3801	S	STATE ROUTE 99 W FR RD
98746	\$3,754.79	SPOONER TR, MILLARD E & MARY F	102-182-08	20		NORWICH DR
98753	\$1,658.28	AYA INVESTMENTS, LLC	171-290-02	2045	E	MARIPOSA RD
98755	\$6,431.12	ARMENTA ETAL, RITO J	147-083-15	249	W	CLAY ST
98812	\$1,286.92	CANEDO JR, HUGO	094-320-76	1818		MT MORAN CT
98816	\$425.08	RAZI FAMILY TRUST	135-230-02	840	N	PERSHING AVE
98971	\$41,501.88	BAKER, TRAVON J	155-100-22	1704		MILTON ST
99117	\$5,087.16	LAKE, ANNETTE L	135-365-04	720	W	HARDING WY
99261	\$577.83	PRASAD, RAVI N & ASHIMA LAL	137-140-55	1025	N	MADISON ST
99264	\$6,542.60	HOMELESS HABITAT INC	151-205-14	18	N	PILGRIM ST
99414	\$175.64	SPSSM INVESTMENTS - IV LP C/O GOLDEN MGMT SVCS INC #0998	104-100-12	20		GATEWAY CT
99613	\$2,025.51	CHAN, YAU-GENE	151-340-19	1121	E	CLAY ST
99614	\$563.89	CHAN, YAU-GENE	151-340-18	1133	E	CLAY ST
99632	\$164.00	ZULETA, SONIA E & JEPTE	090-190-26	2314		HOLLYWOOD DR
99680	\$335.14	GARIBAY ETAL, JAIME	155-350-02	2222	E	MAIN ST
99782	\$90,421.76	MAD LAD PRODUCTIONS LLC	149-120-10	119	S	SUTTER ST
99833	\$569.16	MULHOLLAND TR, DANIEL	147-240-21	903	S	AMERICAN ST
99901	\$5,031.21	PACRAM, ANTHONY	167-043-16	1836	S	HUNTER ST
99946	\$1,344.90	SINGH, AMANDEEP	153-111-05	2025	E	WEBER AV
99961	\$237.85	KPA CALIFORNIA LLC	149-180-09	643	E	MAIN ST
100063	\$398.00	STARLITE MGMT IX LP	139-020-29	248	E	WILLOW ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
100072	\$4,737.83	KUMAR, NALINI LATA	133-280-45	2009	W	WILLOW ST
100106	\$2,438.51	ESH PAL HOSPITALITY LLC	163-230-35	817		NAVY DR
100121	\$167.86	MAYS, LEONARD R & V R	171-273-08	2446	E	NINTH ST
100145	\$976.29	GALASINAO, REX V & ANNALYN B	133-330-18	2041		MONTE DIABLO AV
100147	\$1,435.60	RIOS, GUSTAVO	081-050-43	451		PRADY WY
100191	\$809.88	FREMONT STREET COLD STRGE LLC c/o YIN CHEE TING	141-090-33	2010	E	FLORA ST
100195	\$15,314.01	HOUSE DEALERS LLC	157-184-02	500	S	GARDEN AV
100227	\$3,116.10	GONZALEZ, RAYMUNDO & SOLIRAY	149-064-04	128	E	SONORA ST
100231	\$752.86	MOOREHEAD, MATTHEW J	139-223-14	708	E	PARK ST
100278	\$413.92	STROWBRIDGE ETAL, CHRISTINA	141-213-22	619	N	E ST
100317	\$2,097.77	R AND D REALTY ACQUISITIONS LL	151-240-14	1123	E	WASHINGTON ST
100325	\$90,711.04	SIMS MICHAEL LLC	139-060-01	640	N	CENTER ST
100391	\$10,071.60	DE LA LUZ ETAL, PLACIDO GUZMAN	155-360-38	2302	E	MAIN ST
100393	\$2,648.88	DE LA LUZ ETAL, PLACIDO GUZMAN	155-360-37	2324	E	MAIN ST
100406	\$909.18	SIERRA GOLD TRUST c/o JOHNNY J FLORES	139-180-19	1045	N	CALIFORNIA ST
100423	\$2,390.08	KARIM-PANAHI, SASSAN	151-220-02	920	E	MARKET ST
100435	\$3,074.12	BORGERT, BRUCE A & GLADYS M	096-220-41	5536		GOVERNOR CI
100437	\$19,078.85	LIAO, HUIMING	117-090-22	2065		WEST LN
100472	\$163.71	MONTEZ ETAL, IRENE R	117-233-17	1601		SUNNYSIDE AV
100479	\$332.64	STRATEGIC ENTERPRISES INC	082-130-16	2504		ANTOINE CT
100501	\$215.07	THOMPSON, A ANNE	104-210-09	4504		BURNAM CI
100510	\$2,890.00	SINGH, KARNAIL	175-130-45	3417	S	EL DORADO ST
100514	\$926.70	WESTLANE PROPERTIES LLC	088-180-15	8037		WEST LN
100533	\$4,431.30	CARVAJAL, DANIEL	155-390-32	923		SEARCHLIGHT AV
100572	\$400.00	TON, THIEN T	137-170-09	321	W	FLORA ST
100576	\$2,394.73	JIMENEZ ETAL, ALBERT	137-214-08	519	N	LINCOLN ST
100577	\$574.43	SCHLATTER, PETER	137-214-11	525	W	FREMONT ST
100590	\$1,340.38	MAO, JIAJUN	133-020-37	2914		PIXIE DR
100603	\$640.04	ASHARFUN, HAFIZ	163-190-41	1020		IRENE ST
100610	\$1,541.42	HAZELTON CHURCH STOCKTON LLC	151-280-03	1020	E	CHURCH ST
100669	\$913.98	THABATAH SHAFEH	137-202-10	517-523	N	MONROE ST
100699	\$1,340.08	FLORES, MICHAEL A	117-242-12	1933		BRADFORD ST
100717	\$822.66	OROSCO, ANTONIO NABOR JR	147-343-03	720	E	CLAY ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
100726	\$3,987.28	AL ZGHOUL HAMDI M TR	165-153-09	2057	S	EL DORADO ST
100753	\$555.33	CHEUNG, KWOK C &	139-172-03	330	E	FLORA ST
100768	\$341.70	ABDO, ASEEL	088-290-01	8438		TAM O SHANTER DR
100776	\$1,438.75	MAGANAA, RIGOBERTO & JAVIER M MORAA	139-180-32	1028	N	SUTTER ST
100778	\$3,263.12	CORNELIO, KARLA E ARROYO	139-224-05	728	E	OAK ST
100805	\$1,542.30	WATSON EST, PINK	169-100-54	1110	E	10TH ST
100828	\$1,503.52	CHAVEZ, CARLOS O	167-181-07	1419	S	AURORA ST
100830	\$3,919.36	KAPALUA R/E INVS INC/SHAKIR S	096-140-68	5020		WEST LN
100834	\$5,093.66	FRK4HOME INVESTMENTS LLC	167-045-05	1829	S	SUTTER ST
100842	\$1,848.38	SANTOS, ROY D	149-190-05	836	E	WEBER
100867	\$1,082.37	MENDOZA, RICHARD A	135-441-16	845	W	OAK ST
101028	\$1,085.50	DEMIURGE INVESTMENTS LLC	125-180-01	3230	N	EL DORADO ST
101030	\$4,354.76	KPA CALIFORNIA LLC	149-190-06	29	N	AURORA ST
101067	\$793.35	MASOOD, SADDAM & AISHA AHMED	155-430-42	2539	E	MAIN ST
101101	\$453.12	GOMEZ, ANTONIO	072-230-70	9866		SMOKY CT
101139	\$30,109.22	THE PARVEEN KHAN REVOCABLE TR c/o PARVEEN KHAN - TRUSTEE	149-170-08	431	E	MAIN ST
101150	\$1,400.98	SATH, MONYAN	088-400-19	9053		WARM SPRINGS CI
101152	\$167.86	ROLDAN POUL ULISES RESENDIZ	097-580-07	6848		PLYMOUTH RD
101169	\$784.38	REDEVELOPING THE VILLAGE	139-056-12	724	N	HUNTER ST
101180	\$219.09	HUSS, AMANDA LEE	164-130-04	3361		WARMKE LN
101193	\$227.81	MONTIJO, RODE E & JOSEF	167-021-02	48	E	DR. MARTIN LUTHER KING
101197	\$1,622.04	DELUCA, DANIEL F & SANDY HADDAD	116-590-13	6243		RIVERBANK CI
101199	\$227.81	STEVENS, MIKE TERRY & ROCHELLE L CAMPBELL	139-060-37	531	N	SAN JOAQUIN ST
101200	\$4,257.91	VLUGHT, BARRY	139-060-18	521	N	SAN JOAQUIN ST
101210	\$219.09	FENNELLY, MICHAEL S	097-620-45	6724		PLYMOUTH RD #20
101212	\$219.09	GONZALEZ, LUIS ALBERTO	081-234-03	6507		MAYWOOD LN
101229	\$227.81	SYLVESTER, REGINALD & ENEIDY	110-140-09	4525		AUGUSTUS CT
101230	\$219.09	PONCE PALOMA P	081-345-02	6018		BREA AVE
101261	\$782.98	RODRIGUEZ, MARILYN	149-083-13	403	E	HAZELTON AV
101262	\$219.09	CONNER, STEPHANIE SUE	137-214-03	528	W	OAK ST
101265	\$227.81	ANKOMAHENE, PORTIA & MONICA	097-510-20	6324		PORTERFIELD CT
101266	\$1,117.45	STARLITE MGMT - IX, LP c/o GOLDEN MANAGEMENT SERVICES	108-070-07	1525		BLACKOAK DR
101290	\$1,400.19	ONE BEAT PROJECT LLC	139-290-04	204	N	AMERICAN ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
101315	\$219.09	DHOOT, SARBJEET	068-120-31	3575		IGNACIO CI
101332	\$164.00	TEKLEZGHI, TSEGAY	167-042-01	1900	S	EL DORADO ST
101367	\$219.09	TLIMR LLC	094-030-45	7407		TAM O SHANTER DR
101368	\$219.09	CLOYD, EDDY SHAWN	133-044-02	2884		RAYMOND AVE
101425	\$287.10	WILLIAMS, DONALD & DAWAYLA S	124-070-16	3425		PENELOPE DR
101431	\$277.36	RUBALCAVA ETAL, RUBEN J	171-121-02	1822		NIGHTINGALE AVE
101505	\$223.63	GRIFFIN-FOUNTAIN, NAENIA & ERIC FOUNTAIN	147-140-14	136	E	WORTH ST
101506	\$2,684.97	FIRST LIFE LLC	165-074-05	220	E	FOURTH ST
101510	\$123.26	SIMON, JOSE ARTEMIO & JOVITA	104-230-23	4724		TANGLEWOOD CT
101515	\$1,336.42	PERSHING OFFICE LLC	110-220-16	4212	N	PERSHING AV
101537	\$1,283.15	TSEHAI, BERHANE	115-155-11	215	E	EUCLID AV
101548	\$279.46	AGUILAR, JESUS C	081-413-08	20	W	MAYFAIR AV
101553	\$4,464.23	RIOS, ISMAEL NORIEGA	151-130-38	325	N	SIERRA NEVADA ST
101558	\$223.63	OSBORN, WYMAN & ANDREA	097-630-04	6629		PLYMOUTH RD
101574	\$4,921.00	CABERTO, INEZ	165-096-10	314		KOLHER ST
101670	\$223.63	COTTERELL, WADE DIRK & CAROL JEAN ROGERS	155-260-03	2020	E	MARSH ST
101672	\$215.07	ACEVEDO, JOSEPH A	155-040-06	317		DELLA ST
101690	\$215.07	CHARLES, KENNETH D	110-410-15	1963		PONTELLI CT
101692	\$215.07	PATEL, SHASHIKANT	108-070-45	1728		SILVER CREEK CI
101699	\$215.07	PALUMBO, KEVIN	123-051-15	2210		DELAWARE AV
101715	\$146.21	FELIX, ARMANDO	163-470-55	1602		CAPITOLA CI
101730	\$4,851.33	FLING, TYLER	137-096-13	445	W	VINE ST
101739	\$1,291.06	CURIEL, JUAN BAUTISTA SANDOVAL	163-120-40	757		COLORADO AV
101744	\$710.33	THOMPSON, A ANNE TR	113-203-06	2209		DWIGHT WY
101754	\$1,313.98	LENNEN, JERAME J	111-362-19	1739	W	MONTEREY AVE
101781	\$787.29	CHUM, TABYTHA MAKAYLA KEOPHIMA	155-230-33	226	S	A ST
101785	\$25,413.68	CAF REO-2 LLC	139-051-04	807	N	EL DORADO ST
101787	\$2,375.47	ALVAREZ, IRAIS	167-134-05	1607	S	STANISLAUS ST
101808	\$126.56	OWP PHASE II LP.	149-170-30	430	E	WEBER AVE
101860	\$7,254.18	8107 WEST LANE LLC	088-180-24	8107		WEST LN
101870	\$806.57	GONG, STEWART & HEIDI M	088-330-01	8933		BLUE GRASS DR
101893	\$593.17	FRANKLIN, LAVONNA	133-114-09	815		KING AV
101895	\$608.64	TRAN, VIET A	133-033-04	2912		PEACHTREE DR 3

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
101921	\$583.44	RANKINS SONYA	121-120-17	2510		GARDENA AV
101923	\$1,706.38	RODRIGUEZ, EQUIHUA R	123-270-20	2420		OXFORD WY G44
101950	\$1,472.13	DAVIS, WALTER & OSIELEAN	137-130-50	130	W	ACACIA ST
101964	\$656.17	RING, DENNIS L & NANCY L	135-041-06	1730	W	WILLOW ST
101970	\$1,936.19	HOFFMAN TR, MARETHA	165-162-21	2114	S	LINCOLN ST
101973	\$877.60	SMITH, EUGENE	088-260-15	853		SUTHERLAND DR
101975	\$664.00	STARLITE MGMT-IX LP	137-130-41	929	N	COMMERCE ST
101986	\$14,779.44	5G LLC	117-080-05	1360	E	ALPINE AVE
101990	\$3,190.63	FILIMOEHALA MATELINA & TALIAI	079-051-36	9212	N	EL DORADO ST
101996	\$8,471.32	ZUNIGA, MIGUEL A RIOS	147-294-09	707	E	WORTH ST
102006	\$1,487.27	SINGH, JITENDER PAL	165-170-20	2145	S	LINCOLN ST
102016	\$965.37	MOHAMMADKHAN, MOJTABA	110-240-08	724		ROSE MARIE LN
102019	\$4,674.63	KHAN, RAFINA	165-142-15	131		DELHI AV
102053	\$549.85	EQUITY TRUST COMPANY CUST	111-440-29	1646		OLD BRIDGE WY
102055	\$549.85	QUIROGA, MANUEL JR	133-033-11	2915		MONTE DIABLO AV #2
102057	\$558.01	LUNA, FELIPE JUAN & ANGELICA	133-150-24	1402		DENA CT
102059	\$476.26	BRAR, HIND R & MARIA	133-460-19	1883	W	HARDING WY
102070	\$26,285.06	HWIN VENTURES INC	155-060-16	1608	E	HAZELTON AV
102080	\$9,920.45	TAM NICOLE PROPERTIES LLC	137-166-09	430	W	FLORA ST
102081	\$1,445.27	ESPINOZA, JERARDO & MIRIAM K	081-373-09	314	W	PEARL AV
102082	\$8,070.70	AGRAWAL, LALIT KUMAR & ROOPA	149-263-09	329	S	GRANT ST
102086	\$1,927.75	HORTON, JOHN	149-093-15	328	S	SUTTER ST
102101	\$551.87	GASSNER INVESTMENTS LLC	151-220-05	120	S	AURORA ST
102119	\$3,025.31	ELLIOTT, NANCY EVELYN	135-041-23	1621		LUCERNE AV
102120	\$164.00	ORELLANO, EDWIN E ANDAZOL	079-182-29	355		SAN FERNANDO AV
102123	\$719.48	APOGEE CONSULTING & DEV INC	139-166-01	518	E	OAK ST
102134	\$465.78	SIEGALKOFF, RHONDA NANCY	137-162-09	603	W	PARK ST
102137	\$1,215.05	BRAR, HIND R & MARIA A	137-030-29	1830		RAMONA AV
102138	\$645.09	BRAR, HIND R & MARIA A	113-362-21	459		BEDFORD RD
102146	\$645.09	BRAR, HIND R & MARIA A	113-370-44	713		BEDFORD RD
102147	\$473.94	BRAR, HIND R & MARIA	113-213-02	2218		DWIGHT WY
102156	\$398.00	RAKICH, RADMILA	127-041-05	115	W	MAPLE ST
102157	\$4,038.24	RAKICH, RADMILA	113-070-25	2121	N	YOSEMITE ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
102158	\$645.09	KRAUSE, DANIEL & YUANLIN	113-222-10	612		REGENT S ST
102161	\$537.27	SCHWARTZ, AERI	135-364-02	838	W	WILLOW ST
102169	\$546.78	GRAYSON, PHILANA	133-032-87	1316		OCCIDENTAL AV #3
102174	\$784.38	ALFREDO, JOSE	117-310-38	1800	E	HARDING WY
102176	\$784.38	SCHAENEMAN ETAL, BRUCE	151-024-21	1230	N	SIERRA NEVADA ST
102184	\$35,215.98	FINLEY, JESSE D JR	084-080-04	9311	N	EL DORADO ST
102190	\$1,245.58	CLEMONS, DMARIO K	155-060-40	1701	E	SCOTTS AV
102200	\$2,416.12	ZHANG, HAIBO	070-220-32	9985		RIVER VIEW CI
102202	\$792.54	AMADOR, GILBERTO & MARIA FELIX-VAZQUEZ	149-065-07	325	S	SAN JOAQUIN ST
102203	\$1,329.64	DE CASAS, IVETTE	147-294-08	711	E	WORTH ST
102212	\$2,262.90	DAVIE, EDWARD	151-072-01	744	N	PILGRIM ST
102213	\$2,625.85	VLUGHT, BARRY	139-060-23	220	E	OAK ST
102214	\$215.22	MOLINA TR, ENRIQUE	137-102-11	615	W	MAGNOLIA ST
102215	\$2,622.98	HERRON, BETTY L	157-192-08	3316		FOREST DR
102216	\$2,625.85	VLUGHT BARRY	139-060-36	220	E	OAK ST
102222	\$3,166.54	KPA REALESTATE & SERVICES LLC	139-240-08	326	N	CALIFORNIA ST
102226	\$168.92	KHAN, WAQAR A	141-100-17	1902		VICKI LN
102252	\$328.49	LUCAS, ALBERT F & VIRGINIA	133-330-41	1245		VICTORIA AV
102254	\$543.71	BRACAMONTES, ANGEL MENDEZ	133-220-41	2157 & 2159	W	PARK ST
102261	\$641.14	RING, DENNIS L & NANCY	125-100-03	12	E	GEARY ST
102266	\$779.11	RANDHAWA ETAL, SALWINDER SINGH	133-120-02	2545		MONTE DIABLO AV
102269	\$575.24	RONQUILLO, ONOFRE III	128-260-82	2364		ETCHEVERRY DR
102272	\$463.46	MOHAMMAD, GHASSAN	115-033-03	174	W	BARRYMORE ST
102273	\$248.24	GONZALEZ TR, GLORIA R	113-352-02	2320		ALLSTON WY
102278	\$551.87	BACHUR, MATHEW A c/o QIAOMIN MAI	111-440-17	3833		STEPPING STONE WY
102284	\$3,123.52	KHUTTUK, WAJAHUT	147-212-12	245	E	ANDERSON ST
102292	\$779.11	CIRCA1850 LLC	149-170-01	36	N	SUTTER ST
102293	\$952.95	WILSON, ANTHONY RAY	130-050-08	4918		HALF DOME CT
102298	\$471.62	AJLUNI, RICHARD B & KAREN C	115-060-28	3402		PACIFIC AV
102299	\$632.98	CENTRAL VALLEY CAPITAL IV LP	115-190-45	170	E	FARGO ST
102307	\$639.51	MARTIN TR ETAL, FILBERT	113-221-04	660		REGENT N ST
102309	\$631.35	REFFLE, PHILLIP TR	127-171-13	447		HAWTHORNE ST
102321	\$966.31	STARLITE MGMT IX LP	082-030-20	8818		KELLEY DR

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
102351	\$813.86	SMITH, FREDDIE JR	079-400-05	321		LISA CT
102352	\$871.16	CHANNA, ANAND	079-063-09	824		SAN LUCAS AV
102356	\$543.71	PYLE, KEEGAN W	113-353-09	435		TUXEDO S AV
102389	\$589.05	GOMEZ CARLOS ABRAHAM GUTIERREZ	166-160-47	2249		WILLIAM MOSS BL
102433	\$2,397.83	NOR CAL EQUITY GROUP INC	110-250-09	752		PODESTO LN
102435	\$1,509.67	POLLARD, DONALD RAY SR	081-510-18	306		MISSION PARK DR
102436	\$4,481.95	MENCHACA, GABRIEL ANTONIO ROME	111-400-28	3539	N	PERSHING AV
102437	\$5,789.47	OAT STREET PROPERTIES LLC	163-180-62	836		HOWARD ST
102439	\$815.49	GONZALEZ, MARIA DEL REFUGIO GA	133-114-07	827		KING AV
102444	\$951.99	JVN PROPERTIES LLC	133-020-40	1242		DORAY CT
102459	\$975.52	ALVARADO, RAFAEL MARTINEZ	145-310-42	1329	W	HAZELTON AV
102460	\$2,329.92	KARRI TR, PARAMJIT	163-140-07	2005	S	STOCKTON ST
102486	\$337.84	ZAVALA PANO, TERESA	133-390-13	1827		FIELD AV
102490	\$818.04	NGUYEN, DUNG VAN & DOAN, THI	164-180-11	3330		KONIG CT
102511	\$653.09	YU, YI ZHAN & JULIE	096-180-09	4755		NADINE LN
102514	\$809.88	MURDOCH, KASEY	125-180-52	2820	N	EL DORADO ST
102523	\$943.11	DD HOME INVESTMENTS LLC	151-260-27	433	S	PILGRIM ST #A
102527	\$1,689.11	THACH, SATHIA & THI H T NGUYEN	128-320-21	2228		CHAMBERLAIN ST
102535	\$2,964.86	TIER2KEEPERS LLC c/o MIKE BENDERS	137-110-35	205	W	MAGNOLIA ST
102544	\$1,680.64	AAIA RML LLC	137-094-10	515	W	VINE ST
102556	\$828.00	KHUTTUK, WAJAHUT	147-212-13	229	E	ANDERSON ST
102558	\$477.04	GARCIA, MIGUEL	096-200-63	1625		BONAIRE CI
102563	\$1,139.06	SIDHU, YESENIA & AMARDEEP	135-423-14	820	N	BAKER ST #1
102567	\$6,102.40	CONTRERAS TR, PATRICIA A	115-184-14	283	E	CHURCHILL ST
102576	\$643.30	NAVARRO, SOPHIA	117-200-01	1401	E	WALNUT ST
102577	\$610.44	DENG, LILLY	104-380-19	434		CARIBROOK WY #3
102599	\$814.78	NEWARK GROUP INDUSTRIES INC	145-230-12	1		*UNASSIGNED
102618	\$804.27	DAVIS, TED RUFUS	097-650-32	2919		FISHER CT
102620	\$812.43	SHIV, ROMI & RACHANA	163-230-55	1		*UNASSIGNED
102627	\$386.37	CERVANTES, EDGAR PARRA	078-380-34	9512		BANCROFT WY
102631	\$218.27	SANTIAGO, HECTOR L	115-080-31	109	W	CHURCHILL ST
102633	\$548.07	BARLOW, BETSABE	125-080-01	2520		BONNIE LN
102634	\$556.23	MORTZ, JAMES A & MARIA N	113-300-03	446	W	MARIPOSA AV

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
102636	\$602.43	LI, STEVEN T & MARLEEN ANNE	096-310-03	1533 & 1535		JODI CT
102639	\$3,422.98	DE SOUSA, JOSE A & MARIA	115-163-01	110		GROVE ST
102640	\$166.26	WOXBERG TR, DON D & KAREN S	115-253-12	522	E	ATLEE ST
102688	\$921.97	MANN BROS LIQUOR INC	149-040-09	142	S	EL DORADO ST
102689	\$1,717.81	LOTT TR, BENNY	153-210-47	2451	E	MARSH ST
102690	\$2,534.17	CALUZA, ELVA F	177-200-07	3352		BELLEVUE AV
102692	\$759.61	SWIFT, TIMOTHY P	155-220-03	1718	E	MARKET ST
102701	\$589.05	SMITH SUPLABAN, MARCUS	115-254-10	3904	N	AMERICAN ST
102703	\$589.05	ROBERTS, DAVID	094-360-59	5924		GENTRY AVE
102710	\$259.35	QUIROZ, JAVIER	117-400-14	2113		CHAPMAN OAK DR
102716	\$226.80	MERCADO, ANDRES	104-300-35	4477		LA CRESTA WY #3
102717	\$393.06	GAUTHIER, KENNETH	104-300-38	4475		LA CRESTA WY #2
102718	\$393.06	PINZON & TRAN LLC	104-380-28	422		CARIBROOK WY #4
102719	\$425.61	WHEELER, LESLIE	125-180-30	102	E	MARIPOSA AV
102720	\$393.06	DENG, LILLY	104-320-27	4422		CALANDRIA ST #2
102722	\$393.06	PERVEZ, MAHIRA	104-300-55	4453		LA CRESTA WY #3
102727	\$742.35	BANUELOS, GUS	125-200-40	105		BLAIN AV
102732	\$1,130.09	DIDION PARTNERS, A CALIFORNIA GENERAL PARTNERSHIP	094-040-12	6970		WEST LANE
102743	\$143.18	NGUYEN-MAI FAMILY LIVING TRUST	088-360-34	620		MISTY MEADOW ST
102744	\$1,266.08	KHAN, FAIZAL F	137-123-12	17	W	ROSE ST
102748	\$256.88	NAVAREC, TERESA J	104-130-14	4805		COLEBROOK WY
102749	\$256.88	BARAJAS, JOSE MORENO & LUCILA SOLORIO	137-213-05	504	W	PARK ST
102750	\$387.64	DOAN, THANHHA T	104-380-27	422		CARIBROOK WY #3
102751	\$224.64	GAUTHIER, KENNETH	104-300-31	4479		LA CRESTA WY #3
102758	\$348.95	SHEFA BH LLC	117-080-17	3230		WEST LN
102761	\$1,033.22	CHEN, JONATHAN DAVID	102-370-05	328		NORTHBANK CT #10
102762	\$2,111.64	DE ANDA, JOE	117-190-01	1372		BRADFORD ST
102764	\$535.16	HE, YAOCHENG	078-340-40	3522		CHATSWORTH CT
102765	\$340.08	SATTler TR, STEVEN W & ZINA L	117-150-21	1826	N	SIERRA NEVADA ST
102766	\$340.08	TRAN, PHI HUNG	128-330-10	221		BENNETS MILL WY
102773	\$8,908.69	MWM ENTS LLC	149-263-07	301	S	GRANT ST
102781	\$749.08	OLOGUNDUDU, BUNMI ODUBELA	128-100-36	4910		VIOLET CT
102792	\$340.08	MCCARTHY TR, BEVERLY FITCH	115-060-35	158	W	EUCLID AV

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
102821	\$743.47	JIMENEZ ETAL, ENRIQUE	166-320-23	1422		VENICE CI
102822	\$1,274.75	MILLICAN, DWAYNE L	135-430-11	630	N	YOSEMITE ST
102827	\$1,714.95	GRILLIOT, DORIS RUSE	113-070-11	2135		MANCHESTER AV
102829	\$1,354.82	MWM ENTS LLC	149-263-06	744	E	LAFAYETTE ST
102842	\$2,325.78	HANDY, ORLAN	167-170-01	702	E	DR MARTIN LUTHER KING BL
102843	\$907.47	MARTINEZ ETAL, JOCELYN	133-046-01	1146		BANNER AV
102846	\$336.81	GAUTHIER, KENNETH	104-300-33	4477		LA CRESTA WY #1
102847	\$336.81	BELTRAN, CESAR R	104-380-30	416		CARIBROOK WY #20
102857	\$741.83	ZAVALA, GUSTAVO R	079-112-15	322		FRANCISCAN AV
102860	\$409.94	GUEL ETAL, MARIA G	169-221-12	1646	E	EIGHTH ST
102863	\$2,752.03	STRATEGIC ENTERPRISES INC.	137-094-06	1329	N	LINCOLN ST
102866	\$336.81	OV HOLDINGS LLC	104-340-15	532		SALEM WY
102869	\$3,556.74	NEWREZ LLC c/o SHELLPOINT MORTGAGE SERVICING	137-093-03	520	W	HARDING WY
102883	\$572.22	HERNANDEZ TR, ROBERT L SR	08-214-07	8232		TAM O SHANTER DR
102893	\$329.64	VAN, HUYNH VINH	141-232-08	2367	E	OAK ST
102899	\$1,031.22	SINGH ETAL, JOHL SARWAN	165-040-19	1625		TURNPIKE RD
102905	\$823.92	DIAZ, MILAGRO Y	147-152-17	1120	S	COMMERCE ST
102946	\$736.22	MONTALVO, FRANCISCO & JORGE MARCADO	151-320-24	941	S	PILGRIM ST
102948	\$736.22	CHAPA, DONOVAN KEITH	078-090-40	9844		COUNTRY MEADOW DR
102951	\$2,895.50	MEDEL, BLANCA LILLIAN BARAJAS	147-270-38	632	E	JACKSON ST
102953	\$6,316.38	KHAN, SAHIR WAHEED & ASHMEELA	088-234-09	616		DU PONT DR
102955	\$333.54	NAEEM, TAMANNAH	104-300-37	4475		LA CRESTA WY 1 LR
102957	\$4,470.26	MOLINA, JOSE R	096-130-31	5781		CARIBBEAN CI
102983	\$165.64	LOPEZ, SARA GONZALES	079-202-14	222		KILT CT
102996	\$1,597.82	BCORE STORAGE WEST LANE LLC	094-060-51	6800		WEST LANE
102998	\$169.61	M & L MOULDING & MACHINE INC	147-213-01	801	S	SAN JOAQUIN ST
103000	\$728.98	GUTIERREZ, CLAUDIA EVELYN	167-240-13	635	E	NINTH ST
103011	\$163.00	BESHARATI TR, MARYAM	133-030-80	2916		PEACHTREE DR 3
103018	\$623.50	BRECKENRIDGE PROP FUND 2016 LL	082-310-07	2956	W	HAMMER LN
103019	\$561.00	KLOSTRAKIS, NEKTARIOS	139-060-04	640	N	EL DORADO ST
103021	\$398.00	OLVERA, NICHOLAS G & SANDRA G	070-210-10	10107		RIVER FALLS CI
103034	\$561.00	DABWAN INVESTMENTS LLC	153-102-01	2003	E	MAIN ST
103040	\$331.56	CUEVAS-CORIA, SAMUEL & ELAINE NOHELY OBREGON	135-230-23	804	N	ORANGE ST

2024 NSS ASSESSMENT LIST - DELINQUENT ACCOUNTS

EXHIBIT 1

AR	\$1,439,734.85	CUSTOMER NAME	APN	LOCATION		
	Past Due Amount					
103041	\$163.00	HERNANDEZ, ANNA & SAUL C & ANGELITA HERNANDEZ	113-082-03	1060		COUNTRY CLUB S BL
103058	\$163.00	RING, DENNIS L & NANCY	133-450-20	1820	W	WILLOW ST
103059	\$163.00	WALTERS ETAL, CRAIG M	127-044-03	30	W	MAPLE ST
103061	\$561.00	GROSS, LORRAINE	128-180-22	5710		FRED RUSSO DR
103074	\$561.00	RODGERS, DANIEL S & CECILIA	167-132-03	418	E	SECOND ST
103093	\$3,209.00	MA, AUSTIN KIN & SANDY SIM, TR.	102-320-15	115	E	BIANCHI RD
103095	\$398.00	KELLY, JOSEPH	070-150-32	10482		RIVER OAKS DR
103103	\$247.00	TRUONG, CHINH	066-410-09	10900		PORTSIDE DR
103105	\$247.00	LAM, NEIL & DANG, LINDA	066-390-46	5849		POPPY SHORES WAY
103107	\$247.00	VIADO, ROQUE & FRANCES ANN DE LA CRUZ	066-370-22	5967		DUCK COVE LN
103120	\$165.82	SAN JOAQUIN INVESTMENTS INC	121-050-08	3360		MICHIGAN AV



City of Stockton

Legislation Text

File #: 24-0662, Version: 1

ADOPT RESOLUTION TO AUTHORIZE THE SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS PROJECT

RECOMMENDATION

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

1. Appropriate \$210,000 from the Traffic Signal Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).
2. Appropriate \$340,000 from the Street Improvements Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).
3. Appropriate \$1,040,353 from the Air Quality Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).
4. Transfer \$373,393 of Measure K funds from the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005, to the Measure K Fund Balance.
5. Approve the Notice of Exemption No. NOE78-21 under the California Environmental Quality Act for Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).
6. Approve the plans and specifications for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).
7. Award a Construction Contract in the amount of \$5,521,230 to Dirt Dynasty, Inc. of Farmington, CA, for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

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

Summary

The Safe Routes to School Safety and Connectivity Improvements project will construct bicycle lanes, missing sidewalk segments, install high visibility crosswalks, with rectangular rapid flashing beacons (RRFB), and upgrade existing curb ramps to Americans with Disabilities Act (ADA) standards near six elementary/middle and high schools (Attachment A - Vicinity Map).

The project was included in the 2017-22 Five-Year Capital Improvement Plan (CIP).

Design of the project was completed by Siegfried Engineering, Inc. of Stockton, CA, in February 2024. On May 1, 2024, the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPCML-5008(189), was advertised for bids. On June 6, 2024, three bids were received. Dirt Dynasty, Inc. submitted the lowest responsive bid in the amount of \$5,521,230. Staff recommends award of the Construction Contract to Dirt Dynasty, Inc. in the amount of \$5,521,230. Staff also recommends that Council adopt a resolution approving Notice of Exemption No. NOE78-21 under the California Environmental Quality Act (CEQA), approving the plans and specifications for the project, and taking all recommended financial actions. Construction of the project is anticipated to begin fall 2024.

The project is federally funded and subject to federal Disadvantaged Business Enterprise (DBE) requirements.

DISCUSSION

Background

The City secured federal and state funds for the construction of the Safe Routes to School Safety and Connectivity Improvements project under the Active Transportation Program (ATP), Affordable Housing and Sustainable Communities (AHSC), and Congestion Mitigation and Air Quality (CMAQ) Improvement grant.

The ATP is a State grant program created in 2013 by Senate Bill 99 and Assembly Bill 101. This program encourages increased use of active modes of transportation, such as bicycling and walking. The ATP program has both Statewide and Regional competitive levels of funding. Statewide competitive funds are administered by Caltrans, while San Joaquin Council of Governments (SJCOG) administers the Regional competitive funds. The project received \$2,331,000 in ATP funds for construction.

In September 2021, SJCOG announced a call for projects for agencies within San Joaquin County for the Measure K Bicycle, Pedestrian and Safe Routes to School Smart Growth Incentive Programs and Congestion Mitigation and Air Quality (CMAQ). Measure K is a half-cent sales tax within San Joaquin County that provides revenues for transportation projects. CMAQ funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas). The project received \$1,495,393 in CMAQ funds for construction.

The project further received \$1,000,000 in AHSC funds for construction. The AHSC program is administered by the Strategic Growth Council and implemented by the Department of Housing and Community Development. ASHC assists project areas by providing grants and/or loans that will achieve greenhouse gas reductions and benefit disadvantaged communities through increasing accessibility of affordable housing, employment centers and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from single occupancy vehicle use to transit, bicycling, or walking.

Since the project is funded, in part, with federal transportation dollars, DBE program rules apply. DBE rules require that the prime contractor either meet a calculated project-specific DBE participation goal or undertake and document good faith efforts to do so. If the apparent low bidder does not meet the project goal, a Good Faith Efforts Evaluation must be made examining several specific factors. Failure to meet the goal or provide evidence of adequate good faith efforts are grounds for rejecting the bidder as non-responsive.

A DBE is a socially and economically disadvantaged small business owned by a woman or by a specific group that has been properly certified by Caltrans. The groups include:

- African American
- Asian Pacific American
- Native American
- Women
- Hispanic American
- Subcontinent Asian American

A DBE goal of 21 percent was established for this project. The goal was calculated by examining the breakdown of the types of work to be performed, and the availability of certified DBE companies in our market area to perform the work.

The federal funding restrictions prohibit the use of the Local Employment Ordinance (Stockton Municipal Code (SMC) section 3.68.095) and the Local Business Preference Ordinance (SMC 3.68.090).

Present Situation

On May 1, 2024, the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPCML-5008(189), was advertised for bids. On June 6, 2024, three bids were received with the following results:

<u>COMPANY NAME</u>	<u>BASE BID AMOUNT</u>	<u>BID ALTERNATE 1</u>	<u>BID ALTERNATE 2</u>	<u>BASE BID PLUS BID ALTERNATE 1 AND 2</u>
Dirt Dynasty, Inc.	\$4,524,000.00	\$387,380.00	\$609,850.00	\$5,521,230.00
United Pavement Maintenance, Inc.	\$4,789,660.50	\$359,900.00	\$620,310.00	\$5,420,010.50
Ray's Electric	\$4,701,283.00	\$429,919.00	\$830,850.00	\$8,962,052.00
Engineer's Estimate	\$6,120,714.00			

The contract award is based on the lowest responsive bid for the Base Bid. It is the City's sole discretion to add, or not add, the Alternative Bid(s) to the Base Bid contract. The base bid from Dirt

Dynasty, Inc. is the lowest responsive bid and regular in all respects. Dirt Dynasty, Inc. has the proper license to perform the work and has proposed a DBE participation of 35.85 percent DBE goal. Staff recommends Council approve the plans and specifications for the project and award a Construction Contract to Dirt Dynasty, Inc. of Farmington, CA, in the amount of \$5,521,230 for the base bid plus alternate 1 and 2.

The project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and is categorically exempt from the requirements of CEQA as specified under Section 15301(c) of the CEQA guidelines. The activities related to this project constitute a discretionary project under the City's jurisdiction and qualifies as a project that does not have a significant effect on the environment. This resolution will approve the filing of Notice of Exemption No. NOE78-21 under CEQA. Construction is anticipated to be completed by winter 2025.

FINANCIAL SUMMARY

There are insufficient funds in the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189), to award a Construction Contract in the amount of \$5,521,230 to Dirt Dynasty, Inc.

With the appropriation of funds in the amounts of \$210,000 from the Traffic Signal Public Facilities Fee (PFF) Fund Balance, \$340,000 from the Street Improvements PFF Fund Balance, and \$1,040,353 from the Air Quality PFF Fund Balance, there will be sufficient funding to award a Construction Contract with Dirt Dynasty, Inc. of Farmington, CA, for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

Further, \$373,393 of Measure K Funds will be transferred from the School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189), to the Measure K Fund Balance.

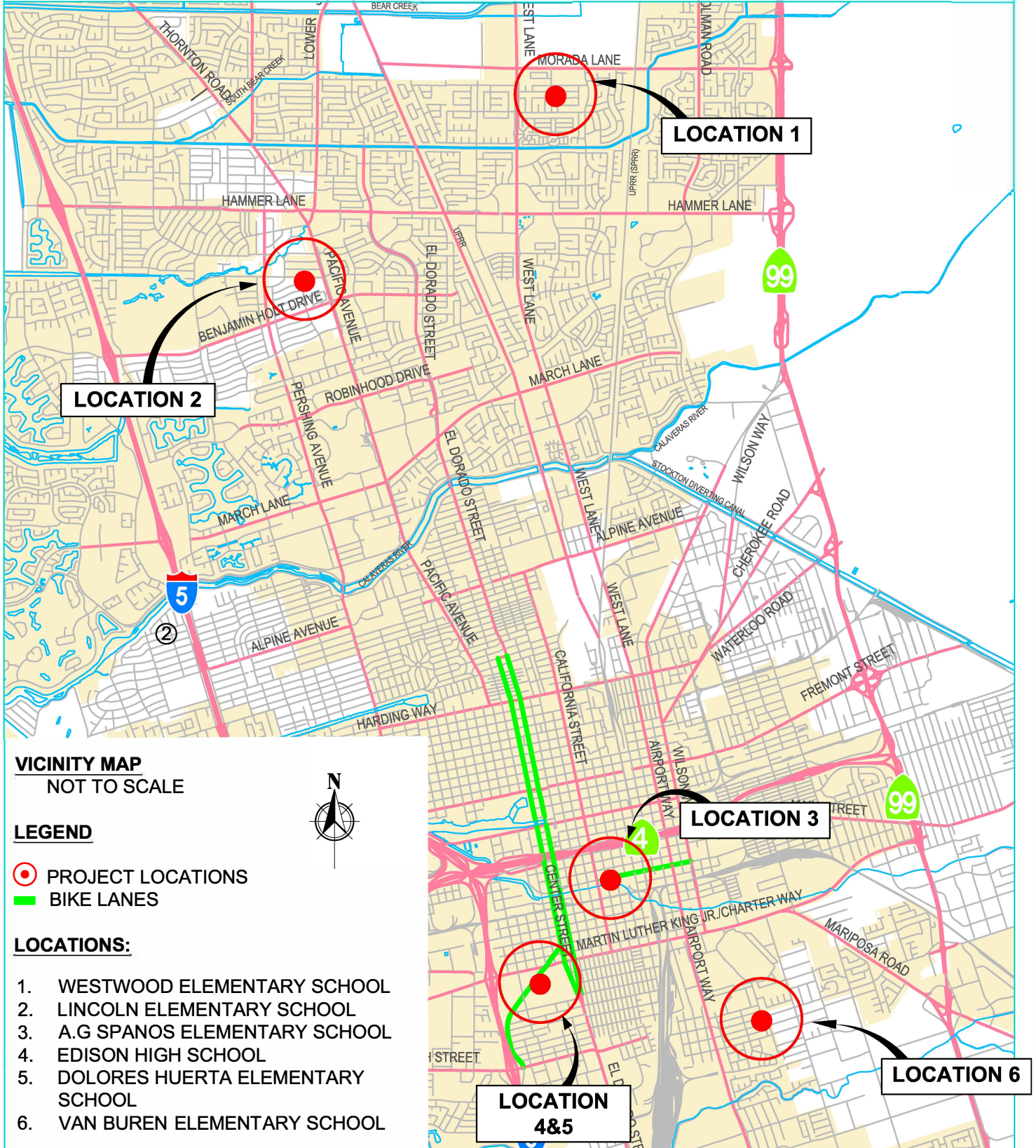
There is no impact to the City's General Fund as a result of taking these recommended actions.

Attachment A - Vicinity Map

SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS (CITY PROJECT NO. WT19005)

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS



Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE78-21, APPROVING THE PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS, PROJECT NO. WT19005 / FEDERAL PROJECT NO. ATPCML-5008(189)

On June 6, 2024, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed bids offered for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPCML-5008(189); and

The project will construct bicycle lanes, missing sidewalk segments, install high visibility crosswalks, with rectangular rapid flashing beacons (RRFB), and upgrade existing curb ramps to Americans with Disabilities Act (ADA) standards near six elementary/middle and high schools; and

Dirt Dynasty, Inc. is the lowest responsible bidder in the amount of \$5,521,230, and its bid is responsive and regular in all respects; and

The project is in conformance with the City's General Plan, pursuant to California Government Code, section 65402, and is categorically exempt from the requirements of CEQA as specified under section 15301(c) of the CEQA guidelines. The activities related to this project constitute a discretionary project under the City's jurisdiction and qualifies as a project that does not have a significant effect on the environment; now, therefore,

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

1. The City Council approves the appropriation of funds in the amount of \$210,000 from the Traffic Signal Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

2. The City Council approves the appropriation of funds in the amount of \$340,000 from the Street Improvements Public Facilities Fee Fund Balance to the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPSCML-5008(189).

3. The City Council approves the appropriation of funds in the amount of \$1,040,353 from the Air Quality Public Facilities Fee Fund Balance to the Safe Routes to

School Safety and Connectivity Improvements, Project No WT19005/Federal Project No. ATPSCML-5008(189).

4. The City Council approves the transfer of funds in the amount of \$373,393 of Measure K funds from the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005, to the Measure K Fund Balance.

5. The City Council approves the filing of Notice of Exemption No. NOE78-21 under CEQA for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPCML-5008(189), attached as Exhibit 1 and incorporated by this reference.

6. The City Council approves the plans and specifications for the Safe Routes to School Safety and Connectivity Improvements, Project No. WT19005/Federal Project No. ATPCML-5008(189).

7. The City Council awards a Construction Contract between the City of Stockton and Dirt Dynasty, Inc., in the amount of \$5,521,230, and the City Manager is authorized and directed to execute same, attached as Exhibit 2 and incorporated herein by this reference.

8. 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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

**CITY OF STOCKTON
NOTICE OF EXEMPTION**

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin St., Ste. 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
c/o Public Works Department
22 East Weber Avenue, Suite 301
Stockton, CA 95202

NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062

PROJECT DATA

Project Title: SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS – PROJECT NO. WT19005 / FEDERAL PROJECT NO. ATPSB1L-5008(189)

CEQA Exemption File No.: NOE78-21

Applicant: City of Stockton Public Works Department

Project Description/Location: The City of Stockton's Public Works Department will bring safety connectivity to school aged pedestrians and bicyclists for six (6) high priority elementary, middle and high schools. The Project will include installing sidewalks, curb and gutter, ADA compliant curb ramps, high visibility crosswalk striping, improved signage, bicycle lanes, and rectangular rapid flashing beacons. See attachment A for specific locations.

DETERMINATION/FINDING OF EXEMPTION

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):

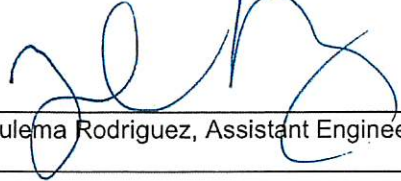
- ☐ The activity is not a "project" as defined in CEQA Guidelines Section 15378.
☐ The activity is exempt under the "general rule" at CEQA Guidelines Section 15061(B)(3).
☐ The project is "Statutorily Exempt" per CEQA Guidelines Section: _____
☒ The project is "Categorically Exempt" per CEQA Guidelines Section 15301(c).

BASIS FOR FINDING OF EXEMPTION

- ☐ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
☒ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

JODI ALMASSY, DIRECTOR
PUBLIC WORKS DEPARTMENT

December 27, 2021
(DATE OF PREPARATION)

By 
Zulema Rodriguez, Assistant Engineer

(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

Signature

Title

Posting Period Ending Date

CONSTRUCTION CONTRACT

This contract is made and entered into on _____, by and between **DIRT DYNASTY, INC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **P.O. BOX 67, FARMINGTON, CA 95230**, hereinafter called "CONTRACTOR," and **CITY OF STOCKTON**, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, plans and specifications for the construction of **SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS, PROJECT NO. WT19005/FEDERAL PROJECT NO. ATPCML-5008(189)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. _____**, on _____; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. _____**, on _____.

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

CONTRACTOR agrees:

1. SCOPE OF SERVICES. To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on _____, by **Council Resolution No. _____**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

2. COMPENSATION. To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in **Exhibit A**, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **\$5,521,230.00**, or as otherwise mutually agreed to in a Contract Change Order.

3. INSURANCE. CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit B**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

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

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

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City of Stockton.

The City of Stockton reserves the right to obtain a full certified copy of any Insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the City of Stockton in the same manner and to the same extent as Contractor is bound to the City of Stockton under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City of Stockton Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

4. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

5. STANDARD PLANS AND SPECIFICATIONS. The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

The Director of Public Works will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

6. WORKING DAYS. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of **SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$6,800.00)** 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.

7. CONFORMANCE TO APPLICABLE LAWS

A. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d) <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

B. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit C**). The purpose of this policy is to reaffirm the CITY’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

C. LABOR STANDARDS AND PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

D. PREVAILING WAGE

CONTRACTOR and any Subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each Subcontractor (see **Exhibit D**). As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each Subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

- (i) The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- (ii) Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any Subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- (iii) The CONTRACTOR to whom the contract is awarded shall ensure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall

be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

- (iv) The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

E. APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the Appendix E of the Title VI Assurances attached as **Exhibit F**.

F. SANCTIONS

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

CITY agrees:

8. COMPENSATION. To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

9. SECURITIES. Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

10. CHANGE ORDERS. CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.05A of the City of Stockton Standard Specifications and Plans as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-2013, effective September 27, 2016, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.05A, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

11. AUDITS

(a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

(b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of five (5) years after final payment under the contract.

12. FHWA 1273 AND CARGO PREFERENCE ACT

Federal form FHWA 1273 is physically included in this contract as **Exhibit E**.

In compliance with the Cargo Preference Act of 1954 (CPA), 46 CFR §381, and the implementing regulations in 46 CFR §381.7, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- B. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590;
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

13. WAIVER. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:

KATHERINE ROLAND, CMC, CPMC
INTERIM CITY CLERK

By: _____

By: _____
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By: _____
DEPUTY CITY ATTORNEY

By: _____
DIRTY DYNASTY, INC.

Tax Identification No.

EXHIBIT A

**SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS
PROJECT NO. WT19005 / FEDERAL PROJECT NO. ATPCML-5008(189)**
BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line-item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive. If the City awards the contract, the award is made to the lowest responsible bidder.

The basis of contract award will be the lowest bidder for the Base Bid. It is the City's sole discretion to add, or not add, the Alternative Bid(s) to the Base Bid contract.

BASE BID

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	705,196.75	705,196.75
2	REMOVE MINOR CONCRETE	SF	5,565	4.75	26,433.75
3	REMOVE CURB AND GUTTER	LF	585	17.00	9,945.00
4	REMOVE VERTICAL CURB	LF	150	8.50	1,275.00
5	REMOVE AC AND SUBGRADE	SF	8,525	7.50	63,937.50
6	REMOVE SIGN	EA	13	200.00	2,600.00
7	REMOVE TRUNCATED DOMES	SF	24	15.00	360.00
8	ADJUST UTILITIES TO GRADE	EA	5	1,750.00	8,750.00
9	REMOVE TRAFFIC SIGNAL POLE	EA	2	9,185.00	18,370.00
10	REMOVE STORM DRAIN INLET	EA	3	600.00	1,800.00
11	REMOVE STORM DRAIN LINE	LF	65	150.00	9,750.00
12	REMOVE WATER BOX	EA	1	500.00	500.00
13	REMOVE STRIPING BY GRINDING	LF	50,040	2.00	100,080.00
14	REMOVE STOP MARKINGS BY GRINDING	EA	59	180.00	10,620.00
15	REMOVE TEXT MARKINGS BY GRINDING	EA	27	220.00	5,940.00
16	REMOVE TURN ARROW MARKINGS BY GRINDING	EA	25	160.00	4,000.00

EXHIBIT A

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
17	ASPHALT GRIND (2.5" GRIND)	SF	2,830	3.00	8,490.00
18	REMOVE STORM DRAIN CULVERT	EA	3	1,800.00	5,400.00
19	TRAFFIC CONTROL	LS	1	400,000.00	400,000.00
20	EROSION CONTROL	LS	1	31,000.00	31,000.00
21	CLEARING AND GRUBBING	LS	1	21,200.00	21,200.00
22	CONSTRUCTION STAKING	LS	1	29,500.00	29,500.00
23	E HAZELTON AVE AND WILSON WAY SIGNAL MODIFICATION	LS	1	189,397.00	189,397.00
24	E HAZELTON AVE AND S AIRPORT WAY SIGNAL MODIFICATION	LS	1	36,403.00	36,403.00
25	MLK BLVD AND S EL DORADO ST SIGNAL MODIFICATION	LS	1	54,182.00	54,182.00
26	E HARDING WAY AND N EL DORADO ST SIGNAL MODIFICATION	LS	1	54,182.00	54,182.00
27	MLK BLVD AND S CENTER ST SIGNAL MODIFICATION	LS	1	54,182.00	54,182.00
28	E HARDING WAY AND N CENTER ST SIGNAL MODIFICATION	LS	1	54,182.00	54,182.00
29	FRENCH CAMP TURNPIKE AND S LINCOLN ST SIGNAL MODIFICATION	LS	1	59,595.00	59,595.00
30	FRENCH CAMP TURNPIKE AND MLK BLVD SIGNAL MODIFICATION	LS	1	57,485.00	57,485.00
31	CALIFORNIA ST AND CHURCH ST RECTANGULAR RAPID FLASHING BEACON (RRFB)	LS	1	37,751.00	37,751.00
32	EL DORADO ST AND FIRST ST RECTANGULAR RAPID FLASHING BEACON (RRFB)	LS	1	29,342.00	29,342.00
33	FIRST ST AND CENTER ST RECTANGULAR RAPID FLASHING BEACON (RRFB) & BOX RELOCATION	LS	1	19,966.00	19,966.00
34	STORM DRAIN TYPE I DRAIN INLET (STD DWG D-6)	EA	1	5,600.00	5,600.00
35	STORM DRAIN TYPE II DRAIN INLET (STD DWG D-8)	EA	5	6,100.00	30,500.00
36	SWALE STORM DRAIN, DRAIN INLET (STD DWG D-9 MODIFIED)	EA	6	5,000.00	30,000.00

EXHIBIT A

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
37	CORE INTO EXISTING MANHOLE	EA	2	4,000.00	8,000.00
38	12"φ STORM DRAINPIPE (PVC, SDR 26)	LF	115	250.00	28,750.00
39	18"φ STORM DRAIN PIPE (PVC, SDR 26)	LF	970	165.00	160,050.00
40	REPLACE WATER BOX AND RECONNECTION	EA	1	3,800.00	3,800.00
41	CURB RAMP	EA	23	3,300.00	75,900.00
42	DRIVEWAY (STD DWG R-57)	EA	3	8,000.00	24,000.00
43	DRIVEWAY (STD DWG R-59)	EA	3	12,000.00	36,000.00
44	MINOR PEDESTRIAN CONCRETE	SF	4,620	30.00	138,600.00
45	DEEPLIFT ASPHALT REPAIR	TN	159	345.00	54,855.00
46	ASPHALT OVERLAY (2.5")	TN	90	285.00	25,650.00
47	CRACK FILL AND SLURRY SEAL	SF	1,462,250	.30	438,675.00
48	6" VERTICAL CURB AND GUTTER	LF	1,335	88.00	117,480.00
49	6" VERTICAL CURB	LF	645	43.00	27,735.00
50	4" STRIPE	LF	86,740	1.00	86,740.00
51	6" BIKE LANE LINE STRIPE	LF	69,980	2.00	139,960.00
52	8" CHANNELIZING STRIPE	LF	5,345	3.00	16,035.00
53	12" CROSSWALK STRIPE	LF	7,215	10.00	72,150.00
54	24" ADVANCED LIMIT LINE STRIPE	LF	2,705	18.00	48,690.00
55	GREEN THERMOPLASTIC STRIPE	SF	17,010	12.00	204,120.00
56	SHARK TOOTH YIELD MARKINGS	LF	145	45.00	6,525.00
57	HEAVY DUTY CHANNELIZERS	LF	450	155.00	69,750.00
58	STOP MARKINGS	EA	58	220.00	12,760.00
59	BIKE LANE MARKINGS	EA	135	1,500.00	202,500.00
60	SHARROW MARKINGS	EA	18	1,500.00	27,000.00
61	ARROW MARKINGS	EA	277	300.00	83,100.00
62	RAILROAD MARKINGS	EA	2	1,250.00	2,500.00
63	SLOW SCHOOL CROSSING MARKINGS	EA	5	720.00	3,600.00

EXHIBIT A

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
64	2-STAGE BIKE TURN MARKINGS	EA	7	1,500.00	10,500.00
65	CURB PAINT	LF	11,170	6.00	67,020.00
66	PROJECT AREA SIGNS	LS	1	15,000.00	15,000.00
67	SIGNAGE	LS	1	83,500.00 83,500.00	83,500.00
68	IMPORT FILL	CY	600	90.00	54,000.00
69	RETAINING CURB	LF	12	95.00	1,140.00

TOTAL BASE BID 4,524,000.00

BID ALTERNATE #1 – CAYWOOD DRIVE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	85,000.00	85,000.00
2	REMOVE MINOR CONCRETE	SF	3,015	8.00	24,120.00
3	REMOVE CURB AND GUTTER	LF	395	31.00	12,245.00
4	REMOVE AC AND SUBGRADE	SF	1,105	13.00	14,365.00
5	REMOVE SIGN	EA	8	175.00	1,400.00
6	REMOVE 1-B SIGN	EA	1	100.00	100.00
7	TRAFFIC CONTROL	LS	1	43,000.00	43,000.00
8	CURB RAMP	EA	12	7,500.00	90,000.00
9	DEEPLIFT ASPHALT REPAIR	TN	54	1,000.00	54,000.00
10	6" VERTICAL CURB AND GUTTER	LF	395	125.00	49,375.00
11	6" VERTICAL CURB	LF	135	65.00	8,775.00
12	SIGNAGE	LS	1	5,000.00	5,000.00

TOTAL BID ALTERNATE #1 387,380
~~387,380.00~~ *fm*

BIDDER'S NAME Dirt Dynasty, Inc.

EXHIBIT A

BID ALTERNATE #2 – CENTER STREET AND EL DORADO STREET

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1	133,600.00	133,600.00
2	1.5" GRIND	SF	131,000	.80	104,800.00
3	1.5" OVERLAY	TON	1,200	245.00	294,000.00
4	6" ASPHALT DEEPLIFT	TON	30	1,135.00	34,050.00
5	ADJUST MANHOLE COVERS TO GRADE	EA	20	2,170.00	43,400.00

TOTAL BID ALTERNATE # 2 \$ 609,850.00BIDDER'S NAME Dirt Dynasty, Inc.

Insurance Requirements for Construction Contracts

SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS
PROJECT NO. WT19005 (formerly PW1905), FEDERAL PROJECT NO. ATPCML-5008(189)

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$1,000,000** policy aggregate.
5. **Contractors Pollution Liability** applicable to the work being performed, with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.
6. **Surety Bonds** as described below.

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

Self-Insured Retentions

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

Other Insurance Provisions

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or

Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

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

Claims Made Policies (Professional & Pollution only)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

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

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

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

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

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond

2. Performance Bond

3. Payment Bond

4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

Certificate Holder Address

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

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

EXHIBIT 2
EXHIBIT C

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 2
EXHIBIT C**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

**EXHIBIT 2
EXHIBIT C**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
 - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
 - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
 - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:


KURT O. WILSON
CITY MANAGER

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"General Decision Number: CA20240018 04/26/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	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.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

BOIL0549-001 01/01/2021

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022		

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-003 08/01/2022		

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

BRCA0003-005 05/01/2022		

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
(7) San Francisco, San Mateo.....	\$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

BRCA0003-008 07/01/2022		

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

BRCA0003-011 04/01/2022		

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.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67
Area 3.....	\$ 29.89	16.80
Tile Layer		

Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021		

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021		

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 11/01/2023		

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.68	3%+24.65
Technician.....	\$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

ELEC0100-002 03/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	29.00

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 42.48	27.42
Technician.....	\$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 65.16	29.55
Zone B.....	\$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

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.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 95.65	44.42
ELECTRICIAN.....	\$ 83.17	44.045

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.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.745
Technician.....	\$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates	Fringes
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CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+24.15
Technician.....	\$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+24.15
Technician.....	\$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 53.18	27.75
Technician.....	\$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 42.48	27.42

Technician.....\$ 48.85 27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40		22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00		21.30
(3) Groundman.....\$ 38.23		20.89
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 80.76		37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""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.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		

Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

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; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals);
Self-propelled compactor (without dozer); Signalperson;
Slip-form pumps (lifting device for concrete forms); Tie
spacer; Tower mobile; Trenching machine, maximum digging
capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;
Brakeperson; Combination mixer and compressor
(shotcrete/gunite); Compressor operator; Deckhand; Fire
tender; Forklift (under 20 ft.); Generator;
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken
seal machine (or similar); Mixermobile; Oiler; Pump
operator; Refrigeration plant; Reservoir-debris tug (self-
propelled floating); Ross Carrier (construction site);
Rotomist operator; Self-propelled tape machine; Shuttlecar;
Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson;
Tar pot firetender; Tugger hoist, single drum; Vacuum
cooling plant; Welding machine (powered other than by
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743
series or smaller, and similar (without attachments); Mini
excavator under 25 H.P. (backhoe-trencher); Tub grinder
wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over
100 tons; Derrick, over 100 tons; Derrick barge
pedestal-mounted, over 100 tons; Self-propelled boom-type
lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and
including 7 cu. yds.; Crane, over 45 tons up to and
including 100 tons; Derrick barge, 100 tons and under;
Self-propelled boom-type lifting device, over 45 tons;
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.
yd.; Cranes 45 tons and under; Self-propelled boom-type
lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck,
non-rotating over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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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 (gunitite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,

MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
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

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscap 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: 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

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.08	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 52.58	34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26

Ornamental, Reinforcing
and Structural.....\$ 47.45 34.90

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND
TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 36.50	28.34
Area 2.....	\$ 35.50	28.34

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.

LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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.

LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

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

LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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.

LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

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

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 37.05	27.45

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.

LAB00261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 41.93	30.32

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

LAB00270-003 07/01/2023

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.....	\$ 37.26	27.30
Area B.....	\$ 36.26	27.30
Traffic Control Person I		
Area A.....	\$ 37.56	27.30
Area B.....	\$ 36.56	27.30
Traffic Control Person II		
Area A.....	\$ 35.06	27.30
Area B.....	\$ 34.06	27.30

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.

LAB00270-004 06/26/2023

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; 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

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITING - AREA B)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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 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".

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 40.68	29.68

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

LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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.

LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2023

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

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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.

LAB00304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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

LAB00304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30

GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

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.

LAB00304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

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

LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

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.

LAB00324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-012 06/26/2023

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 1-g.....	\$ 36.70	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

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.

LAB00324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

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

LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

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.

LAB01130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72

Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlelemen

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 nozzleleman; 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

LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

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

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30
LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30

GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2023

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

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-001 01/01/2024

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

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.
 SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and
 processing of goods for sale or service; steel construction
 (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional
 100 to 180 feet - \$4.00 per hour additional
 Over 180 feet - \$6.00 per hour additional

 PAIN0016-003 01/01/2024

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.....	\$ 60.41	31.34
AREA 2.....	\$ 56.28	29.94

 PAIN0016-012 01/01/2024

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

 PAIN0016-015 01/01/2024

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 40.85	22.40

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN0169-005 01/01/2024

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

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

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 required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PLAS0066-002 07/01/2019

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

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98

PLUM0038-005 07/01/2022		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0062-001 01/01/2024		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 52.00	40.90

PLUM0159-001 07/01/2023		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 63.33	46.64
(2) All other work.....	\$ 62.12	45.24

PLUM0246-001 01/01/2024		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 48.85	40.09

* PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and 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

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 74.00	47.45

PLUM0355-004 07/01/2022

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.....	\$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

PLUM0442-001 01/01/2024

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

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 52.90	36.39

* PLUM0467-001 07/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 79.41	40.20

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
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ROOFER.....\$ 42.51 16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-004 08/01/2023

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

	Rates	Fringes
ROOFER.....	\$ 46.73	21.36

ROOF0095-002 08/01/2023

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

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51
Kettle person (2 kettles)...	\$ 55.17	21.51

SFCA0483-001 01/01/2024

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

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 74.63	38.51

SFCA0669-011 01/01/2024

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.83

SHEE0104-001 07/01/2020		

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2021		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

SHEE0104-005 07/01/2021		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

SHEE0104-007 07/01/2021		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79

SHEE0104-015 07/01/2020		

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

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020		

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

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2022		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government

was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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

"

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 120 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County City of Stockton the sum of \$ 6,800 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
177	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
178	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA:	
	SMSA Counties:	11.9
	0360 Anaheim-Santa Ana-Garden Grove, CA	
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura Type text here	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
	Non-SMSA Counties	
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is zero.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of City of Stockton :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of City of Stockton approval for this submitted information before the prime contractor starts work. The City/County of City of Stockton credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of City of Stockton and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of City of Stockton reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, a **STATE OF**
 _____ **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 **FIVE MILLION, FIVE HUNDRED TWENTY-ONE THOUSAND,**
TWO HUNDRED THIRTY/100 DOLLARS (\$5,521,230.00), 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:

SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS
PROJECT NO. WT19005 / FEDERAL PROJECT NO. ATPCML-5008(189)

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:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY

BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **DIRT DYNASTY, 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 **FIVE MILLION, FIVE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED THIRTY/100 DOLLARS (\$5,521,230.00)**, 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:

SAFE ROUTES TO SCHOOL SAFETY AND CONNECTIVITY IMPROVEMENTS PROJECT NO. WT19005 / FEDERAL PROJECT NO. ATPCML-5008(189)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its Subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work

contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on _____.

APPROVED AS TO SURETY:

By _____
PRINCIPAL

SURETY

APPROVED AS TO FORM & CONTENT:
LORI M. ASUNCION
OFFICE OF THE CITY ATTORNEY

By _____
ATTORNEY-IN-FACT

By _____
DEPUTY CITY ATTORNEY



City of Stockton

Legislation Text

File #: 24-0663, **Version:** 1

RESOLUTION SETTING A PUBLIC HEARING TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT ALONG LOWER SACRAMENTO ROAD

RECOMMENDATION

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

1. Set a public hearing for August 20, 2024, to determine whether public necessity, health, safety, or welfare requires the formation of an underground utility district along Lower Sacramento Road pursuant to Stockton Municipal Code section 13.36.020.
2. Authorize the City Clerk to notify all affected property owners by mail of the public hearing pursuant to Stockton Municipal Code section 13.36.020.
3. Authorize the City Clerk to publish notice of this public hearing in a newspaper of local circulation, at least ten (10) days prior to said hearing.
4. Approve the proposed area to be included in the Lower Sacramento Road Underground Utility District.

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

Summary

Pacific Gas & Electric (PG&E) is mandated by the California Public Utilities Commission (CPUC), under Tariff Rule 20, to budget monies for communities to convert overhead facilities to underground. These undergrounding projects are commonly known as Rule 20A projects. As of March 2024, the City accumulated approximately \$4.8 million in PG&E credits that can be used to relocate eligible overhead powerlines and communication utilities underground for eligible priority project(s) in the City of Stockton. PG&E typically takes the lead on Rule 20A projects and uses the credits to fund the design, construction, and administration costs.

The Lower Sacramento Road Widening and Bridge Replacements project is a priority project for Public Works that will require undergrounding of existing electrical and communication utilities. The limit of the project is between Royal Oaks Drive and Pixley Slough just north of Eight Mile Road. The project will generally widen the existing roadway from two to four/six lanes and was included in the 2019-24 Five-Year Capital Improvement Plan (CIP).

The CPUC Rule 20A guidelines require the City to establish an Underground Utility District and to determine the public interest the undergrounding would satisfy. Establishment of a District will enable

staff, PG&E, and other utilities to start the process of relocating facilities underground in coordination with the construction of the Lower Sacramento Road Widening and Bridge Replacements project. It is recommended that Council approve the formation of an Underground Utility District between Pixley Slough and Bear Creek, as shown on Exhibit 1 to the Resolution, as it meets the Public Interest Criteria required under the CUPC guidelines.

It is also recommended that Council adopt a resolution authorizing the City Manager to set a public hearing for August 20, 2024, and authorize the City Clerk to publish notice of the public hearing.

DISCUSSION

Background

PG&E is mandated by the CPUC, under Tariff Rule 20A, to budget monies for communities to convert overhead facilities to underground. The CPUC Rule 20A program defines the policies and procedures for conversion for overhead power lines and other equipment to underground facilities where there is a public interest to do so. These undergrounding projects are commonly known as Rule 20A projects. As of March 2024, the City accumulated approximately \$4.8 million in PG&E Rule 20A work credits that can be used to relocate eligible overhead powerlines and communication utilities underground within the City. PG&E typically takes the lead on Rule 20A projects and uses the credits to fund the design, construction, and administration costs. The City takes the lead in relocating any street lighting attached to PG&E utility poles that will be undergrounded.

In general, removing utility poles and relocating overhead facilities below ground improves safety and aesthetics of streets, sidewalks, neighborhoods, and civic areas. Potential hazards associated with downed lines or poles being situated close to vehicle travel areas are also eliminated. Rule 20A projects are typically identified by the City, in coordination with PG&E, and other utility providers. Following this coordination, PG&E will, using available credits, replace its existing overhead electric facilities with underground electric facilities along the public street provided that the governing body of city has:

- A. Determined that undergrounding the utilities is in the general public interest for one or more of the following reasons:
 - 1. Undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities.
 - 2. The street is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic.
 - 3. The street adjoins or passes through a civic area, recreation area, or an area of unusual scenic interest to the general public.
 - 4. The street is an arterial or major collector road defined in the City's General Plan.
- B. Adopt an ordinance which approves the formation of an underground district where existing utilities will be removed and relocated underground; specifies all property services will be ready to receive underground services; and PG&E can discontinue its overhead service.

On July 17, 1989, Council adopted policies and procedures for a Master Plan of Underground Utility Districts. This outlined the development of a long-range (30 to 50 years) Plan. First priority was given to major street widening and reconstruction projects by the City, and second priority was given to areas of civic, scenic, or historic importance.

Staff has reviewed the 50-year Master Plan, together with current and future priority road projects and identified the Lower Sacramento Road Widening and Bridge Replacements project (generally between Royal Oaks Drive and Pixley Slough just north of Eight Mile Road) as a priority project. This project is a key north-south primary arterial that serves as a primary connector to Lodi. San Joaquin County recently completed the widening of the Lower Sacramento Road segment north of Eight Mile Road including the undergrounding of aerial facilities. In addition, the Lower Sacramento Road Corridor is a project listed on the San Joaquin Council of Governments Measure K Strategic Plan. As such, the Lower Sacramento Road Corridor is a high priority for the establishment of an Undergrounding Utility District.

Public Works issued a Request for Proposals for professional engineering services to complete a Precise Roadway Plan and to design the Lower Sacramento Road Widening and Bridge Replacements project. The limit of the project is between Royal Oaks Drive and Pixley Slough just north of Eight Mile Road. Design work is expected to start by the end of 2024. The project will generally widen the existing roadway from two to four/six lanes and include the reconstruction of the bridges over Pixley Slough and Bear Creek. The project was included in the 2019-24 Five-Year CIP.

Present Situation

The Lower Sacramento Road Widening and Bridge Replacements project will require the undergrounding of existing electrical and communication utilities before the widening project starts. As noted above, the City must create an Underground Utility District and determine the public interest the undergrounding would satisfy. It is recommended that Council approve the formation of an Underground Utility District between Pixley Slough and Bear Creek as shown on Exhibit 1 to the Resolution.

The Underground Utility District meets the Public Interest Criteria required under the CPUC guidelines. Formation of the proposed District will enable staff, PG&E, and other utilities to utilize Rule 20A funds to underground eligible facilities before the Lower Sacramento Road Widening and Bridge Replacements project starts. The full scope of undergrounding will be coordinated with the City's design of the Lower Sacramento Road Widening and Bridge Replacements project in the next two or three years. After which, it is estimated PG&E can begin coordinating utility relocation and underground work no sooner than 2030. The construction of the City's Lower Sacramento Road Widening and Bridge Replacements project is dependent on funding availability.

Stockton Municipal Code (SMC) Chapter 13.36 Regulations and Procedures for the Removal of Overhead Utility Facilities and the Installation of Underground Facilities in Underground Utility Districts, establishes regulations and procedures for the formation of Underground Utility Districts (Attachment A). In accordance with SMC section 13.36.020, a public hearing is required to determine whether the public necessity, health, safety, or welfare requires the undergrounding of overhead facilities. This also satisfies the CPUC Rule 20 requirement that the local government determines if a proposed Rule 20A project serves the public interest pursuant to a public hearing.

Pursuant to SMC section 13.36.020, at least ten (10) days prior to the public hearing, the City Clerk will notify all affected property owners and respective utilities of the time and place of the hearing. Owners within the proposed district will be notified of the public hearing by mail based on the last equalized assessment roll. A copy of the resolution with a map of this district will be included as well.

The recommended resolution will:

1. Set a public hearing for August 20, 2024.
2. Authorize the City Clerk to notify all affected property owners by mail of the public hearing pursuant to SMC section 13.36.020.
3. Authorize the City Clerk to publish notice of the public hearing.

Notice of the public hearing is required to be published a minimum of ten (10) days prior to the public hearing pursuant to SMC section 13.36.020. The required notice will be published in The Record on August 6, 2024.

PG&E takes the lead in the design and construction of Rule 20A projects. Rights of entry from adjacent property owners will be needed to allow PG&E contractors to make modifications to electrical panels to receive underground service. The cost to adapt electric panels to receive underground service will be covered by the Rule 20A project at no cost to the property owners. Upon formation of the Rule 20A underground district, PG&E will start coordination activities and design of the underground project. Design is anticipated to take approximately 12 months with underground construction activities starting as early as 2025.

FINANCIAL SUMMARY

As of March 2024, the City has accumulated approximately \$4.8 million in the Rule 20A account with the utility companies. Some costs, such as right-of-way acquisition and street light relocation are not funded by Rule 20A and must be funded by the City. Partial funding exists in the Rule 20A Streetlighting program (PW1521) to fund the necessary activities and staff time associated with the Lower Sacramento Road Widening and Bridge Replacements project. The program currently has an unencumbered balance of \$24,320.

Per SMC section 16.72.230, Developers remain to be responsible for the cost of utility undergrounding for their new development adjacent to the project.

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

Attachment A - SMC Chapter 13.36

Stockton Municipal Code, Charter, and Civil Service Rules[Up](#)[Previous](#)[Next](#)[Main](#)[Collapse](#)[Search](#)[Print](#)[No Frames](#)[Municipal Code Title 13 PUBLIC SERVICES](#)**Chapter 13.36 REGULATIONS AND PROCEDURES FOR THE REMOVAL OF OVERHEAD UTILITY FACILITIES AND THE INSTALLATION OF UNDERGROUND FACILITIES IN UNDERGROUND UTILITY DISTRICTS****13.36.010 Definitions.**

Whenever in this chapter the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions:

“Commission” means the Public Utilities Commission of the State of California.

“Person” means and include individuals, firms, corporations, partnerships, and their agents and employees.

“Poles, overhead wires and associated overhead structures” means poles, towers, supports, wires, conductors, guys, stubs, platforms, crossarms, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments and appurtenances located aboveground within a district and used or useful in supplying electric, communication or similar or associated service.

“Underground utility district” or “district” means that area in the City within which poles, overhead wires, and associated overhead structures are prohibited as such area is described in a resolution adopted pursuant to the provisions of Section [13.36.030](#).

“Utility” means and includes all persons or entities supplying electric, communication or similar or associated service by means of electrical materials or devices. (Prior code § 9-750)

13.36.020 Public hearing by Council.

The Council may from time to time call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the City and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service. The City Clerk shall notify all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of such hearings at least 10 days prior to the date thereof. Each such hearing shall be open to the public and may be continued from time to time. At each such hearing all persons interested shall be given an opportunity to be heard. The decision of the Council shall be final and conclusive. (Prior code § 9-751)

13.36.030 Council may designate Underground Utility Districts by resolution.

If, after any such public hearing the Council finds that the public necessity, health, safety or welfare requires such removal and such underground installation within a designated area, the Council shall, by resolution, declare such designated area an Underground Utility District and order such removal and underground installation. Such resolution shall include a description of the area comprising such district and shall fix the time within which such removal and underground installation shall be accomplished and within which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for such removal and underground installation, having due regard for the availability of labor, materials and equipment necessary for such removal and for the installation of such underground facilities, as may be occasioned thereby. (Prior code § 9-752)

13.36.040 Unlawful acts.

Whenever the Council creates an underground utility district and orders the removal of poles, overhead wires

and associated overhead structures therein as provided in Section [13.36.030](#), it is unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ or operate poles, overhead wires and associated overhead structures in the district after the date when said overhead facilities are required to be removed by such resolution, except as said overhead facilities may be required to furnish service to an owner or occupant of property prior to the performance by such owner or occupant of the underground work necessary for such owner or occupant to continue to receive utility service as provided in Section [13.36.090](#), and for such reasonable time required to remove said facilities after said work has been performed and except as otherwise provided in this chapter. (Prior code § 9-753)

13.36.050 Exception, emergency or unusual circumstances.

Notwithstanding the provisions of this chapter, overhead facilities may be installed and maintained for a period, not to exceed 10 days, without authority of the City Engineer in order to provide emergency service. The City Engineer may grant special permission, on such terms as the City Engineer may deem appropriate, in cases of unusual circumstances, without discrimination as to any person or utility, to erect, construct, install, maintain, use or operate poles, overhead wires and associated overhead structures. (Prior code § 9-754)

13.36.060 Other exceptions.

This chapter or any resolution adopted pursuant to Section [13.36.030](#), shall, unless otherwise provided in such resolution, not apply to the following types of facilities:

- A. Any municipal facilities or equipment installed under the supervision and to the satisfaction of the City Engineer.
- B. Poles, or electroliers used exclusively for street lighting.
- C. Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited.
- D. Poles, overhead wires and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of 34,500 volts.
- E. Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building without crossing any public street.
- F. Antennae, associated equipment and supporting structures, used by a utility for furnishing communication services.
- G. Equipment appurtenant to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes and meter cabinets, and concealed ducts.
- H. Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects. (Prior code § 9-755)

13.36.070 Notice to property owners and utility companies.

Within 10 days after the effective date of a resolution adopted pursuant to Section [13.36.030](#), the City Clerk shall notify all affected utilities and all persons owning real property within the district created by said resolution of the adoption thereof. Said City Clerk shall further notify such affected property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to the applicable rules, regulations and tariffs of the respective utility or utilities on file with the Commission. Notification by the City Clerk shall be made by mailing a copy of the resolution adopted pursuant to Section [13.36.030](#), together with a copy of this chapter,

to affected property owners as such are shown on the last equalized San Joaquin County assessment roll and to the affected utilities. (Prior code § 9-756)

13.36.080 Responsibility of utility companies.

If underground construction is necessary to provide utility service within a district created by any resolution adopted pursuant to Section [13.36.030](#), the supplying utility shall furnish that portion of the conduits, conductors and associated equipment required to be furnished by it under its applicable rules, regulations and tariffs on file with the Commission. (Prior code § 9-757)

13.36.090 Responsibility of property owners.

A. Every person owning, operating, leasing, occupying or renting a building or structure within a district shall construct and provide that portion of the service connection on his or her property between the facilities referred to in Section [13.36.080](#) and the termination facility on or within said building or structure being served, all in accordance with applicable rules, regulations and tariffs of the respective utility or utilities on file with the Commission. If the above is not accomplished by any person within the time provided for in the resolution enacted pursuant to Section [13.36.030](#), the City Engineer shall give notice in writing to the person in possession of such premises, and a notice in writing to the owner thereof as shown on the last equalized assessment roll, to provide the required underground facilities within 10 days after receipt of such notice.

B. The notice to provide the required underground facilities may be given either by personal service or by mail. In case of service by mail on either of such persons, the notice must be deposited in the United States mail in a sealed envelope with postage prepaid, addressed to the person in possession of such premises at such premises, and the notice must be addressed to the owner thereof as such owner's name appears, and must be addressed to such owner's last known address as the same appears on the last equalized assessment roll, and when no address appears, to General Delivery, City of Stockton. If notice is given by mail, such notice shall be deemed to have been received by the person to whom it has been sent within 48 hours after the mailing thereof. If notice is given by mail to either the owner or occupant of such premises, the City Engineer shall, within 48 hours after the mailing thereof, cause a copy thereof, printed on a card not less than eight (8) inches by 10 inches in size, to be posted in a conspicuous place on said premises.

C. The notice given by the City Engineer to provide the required underground facilities shall particularly specify what work is required to be done, and shall state that if said work is not completed within 30 days after receipt of such notice, the City Engineer will provide such required underground facilities, in which case the cost and expense thereof will be assessed against the property benefited and become a lien upon such property.

D. If upon the expiration of the 30-day period, the said required underground facilities have not been provided, the City Engineer shall forthwith proceed to do the work, provided; however, if such premises are unoccupied and no electric or communications services are being furnished thereto, the City Engineer shall in lieu of providing the required underground facilities, have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to said property. Upon completion of the work by the City Engineer, he or she shall file a written report with the City Council setting forth the fact that the required underground facilities have been provided and the cost thereof, together with a legal description of the property against which such cost is to be assessed. The Council shall thereupon fix a time and place for hearing protests against the assessment of the cost of such work upon such premises, which said time shall not be less than 10 days thereafter.

E. The City Engineer shall forthwith, upon the time for hearing such protests having been fixed, give a notice in writing to the person in possession of such premises, and a notice in writing thereof to the owner thereof, in the manner hereinabove provided for the giving of the notice to provide the required underground facilities, of the time and place that the Council will pass upon such report and will hear protests against such assessment. Such notice shall also set forth the amount of the proposed assessment.

F. Upon the date and hour set for the hearing of protests, the Council shall hear and consider the report and all protests, if there be any, and then proceed to affirm, modify or reject the assessment.

G. If any assessment is not paid within five (5) days after its confirmation by the Council, the amount of the assessment shall become a lien upon the property against which the assessment is made by the City Engineer, and the City Engineer is directed to turn over to the Assessor and Tax Collector a notice of lien on each of said properties on which the assessment has not been paid, and said Assessor and Tax Collector shall add the amount of said assessment to the next regular bill for taxes levied against the premises upon which said assessment was not paid. Said assessment shall be due and payable at the same time as said property taxes are due and payable, and if not paid when due and payable, shall bear interest at the rate of six (6) percent per year. (Prior code § 9-758)

13.36.100 Responsibility of City.

City shall remove at its own expense all City-owned equipment from all poles required to be removed hereunder in ample time to enable the owner or user of such poles to remove the same within the time specified in the resolution enacted pursuant to Section [13.36.030](#). (Prior code § 9-759)

13.36.110 Extension of time.

In the event that any act required by this chapter or by a resolution adopted pursuant to Section [13.36.030](#) cannot be performed within the time provided on account of shortage of materials, war, restraint by public authorities, strikes, labor disturbances, civil disobedience, or any other circumstances beyond the control of the actor, then the time within which such act will be accomplished shall be extended for a period equivalent to the time of such limitation. (Prior code § 9-760)

View the [mobile version](#).

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING SETTING A PUBLIC HEARING TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT ALONG LOWER SACRAMENTO ROAD, AUTHORIZING THE CITY CLERK TO NOTIFY ALL AFFECTED PROPERTY OWNERS BY MAIL OF THE PUBLIC HEARING, AUTHORIZING THE CITY CLERK TO PUBLISH NOTICE OF THE PUBLIC HEARING, AND APPROVING THE PROPOSED AREA TO BE INCLUDED IN THE LOWER SACRAMENTO ROAD UNDERGROUND UTILITY DISTRICT

On July 17, 1989, Council adopted policies and procedures for a Master Plan of Underground Utility Districts. This outlined the development of a long-range (30 to 50 years) Plan. First priority was given to major street widening and reconstruction project by the City, and second priority was given to areas of civic, scenic, or historic importance; and

Staff has reviewed the 50-year Master Plan, together with current and future priority road projects, and identified the Lower Sacramento Road Corridor as a high priority for the establishment of an Undergrounding Utility District. In addition, the Lower Sacramento Road Corridor is a project listed on the San Joaquin Council of Governments Measure K Strategic Plan; and

Stockton Municipal Code (SMC) Chapter 13.36, Regulations and Procedures for the Removal of Overhead Utility Facilities and the Installation of Underground Facilities in Underground Utility Districts, establishes regulations and procedures for the formation of Underground Utility Districts. In accordance with SMC section 13.36.020, a public hearing is required to determine whether the public necessity, health, safety, or welfare requires the undergrounding of overhead facilities; and

PG&E is mandated by the California Public Utilities Commission, under Tariff Rule 20, to budget monies to convert overhead facilities to underground. These undergrounding projects are commonly known as Rule 20A projects; and

As of March 2024, the City has accumulated approximately \$4.8 million in PG&E credits that can be used to relocate eligible overhead powerlines and communication utilities underground within the City; and

Removing utility poles and relocating overhead facilities below ground improves safety and aesthetics of streets, sidewalks, neighborhoods, and civic areas. Potential hazards associated with downed lines or poles being situated close to vehicle travel areas are also eliminated. In addition, undergrounding poles will provide unobstructed right-of-way required to install the road improvements of the Lower Sacramento Road Widening and Bridge Replacements project; and

It has been recommended that such Lower Sacramento Road Underground Utility District be formed between Pixley Slough and Bear Creek and encompass 100 feet on either side of the centerline of Lower Sacramento Road; and

Per SMC section 16.72.230, developers remain to be responsible for the cost of utility undergrounding for their new development adjacent to the project; now, therefore,

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

1. The City Council approves setting a public hearing for August 20, 2024, at 5:30 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers of City Hall, 425 North El Dorado Street, Stockton, California, as the date, time, and place, when the City Council will conduct a public hearing to determine whether public necessity, health, safety, or welfare requires the formation of an underground utility` district along Lower Sacramento Road bound between Pixley Slough and Bear Creek.

2. The City Council authorizes the City Clerk to publish notice of this public hearing in a newspaper of local circulation, *The Record*, at least ten (10) days prior to said hearing date.

3. The City Council authorizes the City Clerk to notify by mail, all affected property owners as shown on the last equalized assessment roll and utilities concerned of the time and place of such hearing by mailing a copy of this Resolution to such property owners and utilities concerned at least ten (10) days prior to the date thereof as required by SMC section 13.36.020.

4. The City Council approves the area proposed to be included in the District which is shown upon that certain map entitled "Lower Sacramento Road Underground Utility District", a copy of which is attached as Exhibit 1 and incorporated by this reference.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

ATTEST:

KEVIN J. LINCOLN II
Mayor of the City of Stockton

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton





City of Stockton

Legislation Text

File #: 24-0681, **Version:** 1

APPROVE MOTION TO RATIFY EXECUTION OF A FUNDS TRANSFER AGREEMENT FOR THE REDEVELOPMENT ON THE MIRACLE MILE: PUBLIC SAFETY/MAINTENANCE SUBSTATION/PARKING

RECOMMENDATION

It is recommended that the City Council approve a motion to ratify the City Manager executing a Funds Transfer Agreement between the City of Stockton and the California Department of Transportation for a total of \$3,100,000 for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking.

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

Summary

Section 19.561, subdivision (g) (46) of the Budget Act of 2023 appropriated \$3,100,000 from the State General Fund to Caltrans, to be allocated to the City of Stockton for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation. The funding will allow for increased public safety improvements, acquisition of a maintenance substation and enhance parking improvements along Pacific Avenue between Alpine Avenue and Harding Way and the immediate surrounding area (Attachment A - Vicinity Map). Improvements may include areas along Harding Way between Lincoln Street and El Dorado Street.

It is recommended that Council approve a motion ratifying the City Manager executing a Funds Transfer Agreement in the amount of \$3,100,000 with Caltrans for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking Improvements Project (Attachment B).

DISCUSSION

Background

Section 19.561, subdivision (g) (46) of the Budget Act of 2023 appropriated \$3,100,000 from the State General Fund to Caltrans, to be allocated to the City of Stockton for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking. Caltrans is the authorizing agency for the proper distribution of the funding provided by this legislation. The funds are not attached to an established State program or subject to the authority of the California Transportation Commission or the California State Transportation Agency, unless specified in the legislation.

Caltrans determined the best method for allocation to ensure the funds are used for the purposes

specified in Section 19.56 of the Act is a Funds Transfer Agreement. Funds shall only be used for the project specified in the Act. The funds will be encumbered within two days of the effective date of the agreement. Pursuant to Section 19.56 of the Act, funds must be encumbered by June 30, 2025, and expended by June 30, 2027, or funds will revert to the State's General Fund by operation of law.

Present Situation

The Miracle Mile is predominantly a shopping and dining district within the City of Stockton. The Miracle Mile includes businesses fronting along Pacific Avenue from Alpine Avenue to Harding Way, and businesses along Harding Way between El Dorado Street and Lincoln Street.

The Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking will provide funding for increased public safety improvements, acquisition of a maintenance substation and enhanced parking improvements along Pacific Avenue between Alpine Avenue and Harding Way.

Caltrans has identified \$3.1 million of available funding to aid in the safety improvements along the Miracle Mile.

It is recommended that Council approve a motion ratifying the City Manager's execution of a Funds Transfer Agreement in the amount of \$3,100,000 with Caltrans for the Redevelopment on the Miracle Mile: Public Safety/ Maintenance Substation/Parking Improvement.

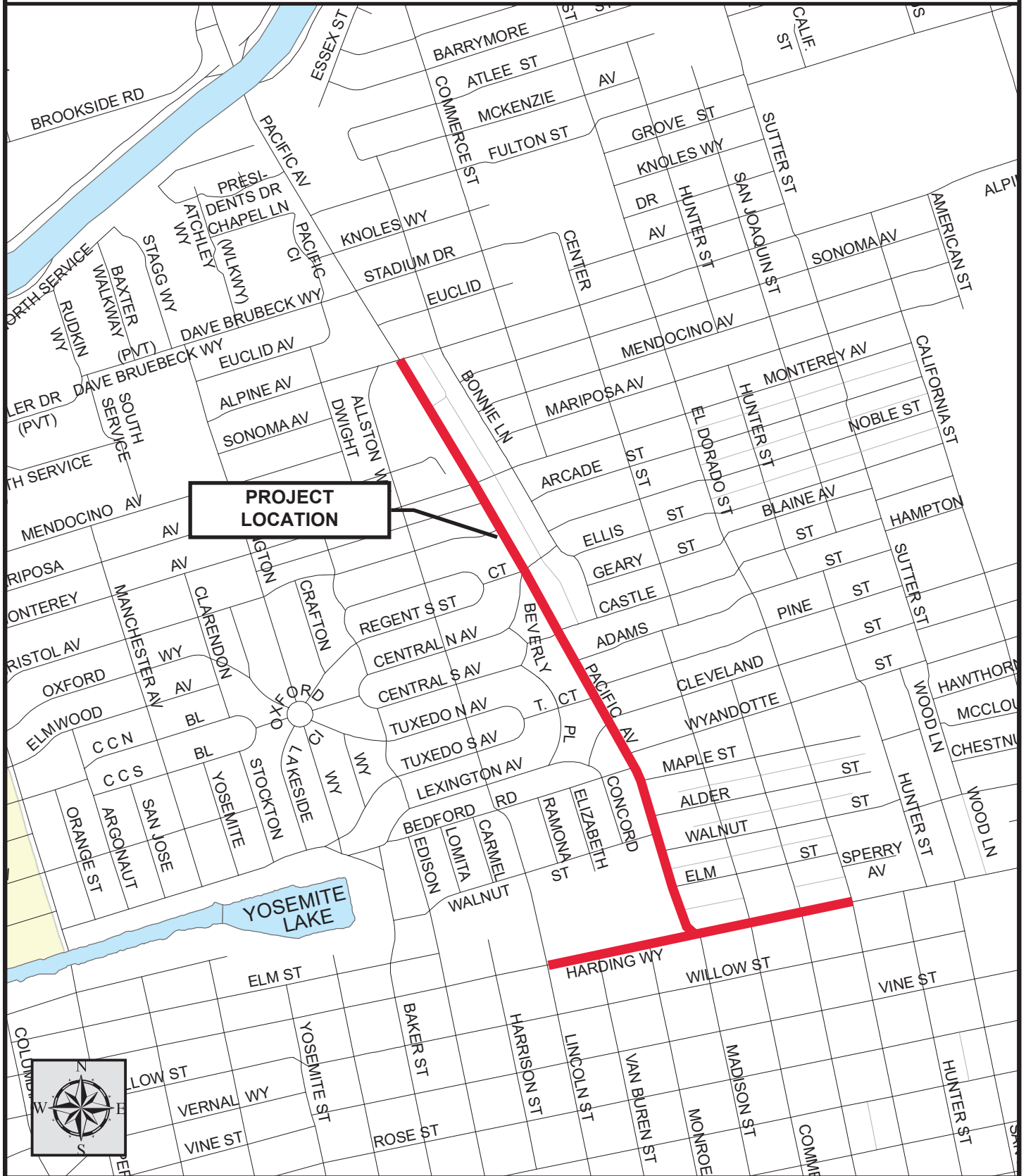
FINANCIAL SUMMARY

Approval of the Funds Transfer Agreement will result in \$3,100,000 of State General funds being applied to the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking Improvement Project.

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

Attachment A - Vicinity Map
Attachment B - Funds Transfer Agreement

MIRACLE MILE PEDESTRIAN CROSSING IMPROVEMENTS, INCLUDING PEDESTRIAN CROSSING UPGRADES IMPROVEMENTS, PUBLIC SAFETY IMPROVEMENTS, AND REVITALIZATION IMPROVEMENTS



Funds Transfer Agreement Between the California Department of Transportation and the City of Stockton

- 1.1 The California Department of Transportation (Caltrans) and the City of Stockton (City) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on City's completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

- 2.1 Section 19.561, subdivision (g)(46) of the Budget Act of 2023 (the Act) appropriated \$3,100,000 (the Funds) from the State General Fund to Caltrans, to be allocated to City for the Redevelopment on the Miracle Mile: Public Safety/Maintenance Substation/Parking.
- 2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.561 of the Act is a funds transfer agreement.
- 2.3 The Miracle Mile is predominantly a shopping and dining district within the City of Stockton. The Miracle Mile includes businesses fronting along Pacific Avenue from Alpine Avenue to Harding Way, and businesses along Harding Way between El Dorado Street and Lincoln Street.

Project's goal includes public safety, a maintenance substation and parking.

SCOPE OF WORK

- 3.1 The Funds provided under this Agreement will be used to redevelop the Miracle Mile along Pacific Avenue between Alpine Avenue and Harding Way and the immediate surrounding area (Project). Improvements may include areas along Harding Way between Lincoln Street and El Dorado Street. Project scope may include public safety, maintenance substation and parking (Project). Deliverables may include the following:
 - Conceptual Design – which may include:
 - Curb, gutter, sidewalk, and driveways

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

- Roadway maintenance projects (slurry seals, cape seals, micro-surfacing, overlays, pulverizations, and full depth reclamations with cement)
 - Traffic signal upgrades
 - High visibility crosswalks, Rectangular Rapid Flashing Beacons
 - Streetlights and ambient lighting
 - ADA curb ramps
 - Pedestrian safety improvements, buffered bike facilities, dedicated bicycle ramps, raised medians, and pavement striping
 - Maintenance substation acquisition improvements and maintenance (includes single available NOFA to secure location for maintenance).
 - Parking improvements/maintenance
- Environmental clearances as needed (CEQA/NEPA)
- Professional Design Services and Studies – may include the following submittals:
 - Engineering Plans at 30%
 - Engineering Plans, Specifications, Estimate (60 and 90%)
 - Engineering Plans, Specifications, Estimate at 100% and Final Approval
- Public Outreach/Public Meetings
- Public Safety Improvements
 - Security cameras/monitoring services/reimbursements
- Project Advertisement
 - Issuance of a Single Available Source NOFA to the Miracle Mile Improvement District (MMID)
- Construction Contract Award
- Construction Management Services
- Project Closeout

3.2 City shall only use Funds for the Project specified in the Act. City's self-attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.561 of the Act, funds must be

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

encumbered by June 30, 2025, and expended by June 30, 2027, or the funds will revert to the State's General Fund by operation of law.

- 4.2 Payments shall be made as authorized by Sections 19.561(a) of the Act, including but not limited to the provisions noted below:
 - a. Notwithstanding any other law, a designated state entity administering on allocation pursuant to this section may provide the allocation as an advanced lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
 - b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.
- 4.3 After receiving the funds, the City shall provide semi-annual reporting on January 1 and July 1 to Caltrans each calendar year until the funds are expended or upon completion or termination of the Project, whichever comes first.
- 4.4 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, City shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include LAPM Exhibit 17-M, photos of the completed project (including before photos, if available), a description of completed Project component(s) and a description of project deliverables.
- 4.5 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by City to Caltrans.
- 4.6 City shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.
- 4.7 Upon written demand by Caltrans, any overpayment to City of amounts invoiced by Caltrans shall be returned to Caltrans.
- 4.8 Should City fail to refund any moneys due to Caltrans as provided herein or should City breach this AGREEMENT by failing to complete Project without adequate justification and approval by Caltrans, then, within thirty (30) days demand, or within such other period as may be agreed to in writing between the PARTIES, Caltrans, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

amounts paid by or owed to Caltrans for each Project, from future apportionments or any other funds due to City from Highway User Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

- 5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:

Name: Silvia Dayak
Address: 1976 E Dr. Martin Luther
King Jr. Blvd,
Stockton, CA 95205
Phone Number: (279) 220-0804
Email: silvia.dayak@dot.ca.gov

For City of Stockton:

Name: Harry Black
Address: 425 N. El Dorado Street,
2nd Floor,
Stockton, CA 95202
Phone Number: (209) 937-8212
Email: harry.black@stocktonca.gov

- 5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

- 6.1 Drug-Free Workplace Requirements: City will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation, and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and City may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: City has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 6.2 Conflict of Interest: City needs to be aware of the following provisions regarding current or former state employees. If City has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

subject area as the proposed contract within the 12-month period
prior to his or her leaving state service.

If City violates any provisions of above paragraphs, such action by City shall render this Agreement void. (Pub. Contract Code § 10420.) If the Agreement is rendered void, City shall return all Funds.

- 6.3 Labor Code/Workers' Compensation: City needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and City affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)
- 6.4. Americans With Disabilities Act: City assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- 6.5. City of Stockton Name Change: An amendment is required to change City's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 6.7. Air or Water Pollution Violation: Under State law, City shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 6.8. Audit: City agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

documentation pertaining to the performance of this Agreement. City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

- 6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by City must be approved by its Council as evidenced by a resolution, order, motion, or ordinance of the City and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 6.10. Caltrans and City shall continue with their responsibilities under this Agreement during any dispute.
- 6.11 This Agreement may be executed in separate counterparts.
- 6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.
- 6.13 Should City be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if City is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, Caltrans is authorized to obtain reimbursement from whatever sources of funding are available, including withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against City or its constituent member entities, to recover all funds provided by Caltrans hereunder.

Funds Transfer Agreement Between the California Department of Transportation
and the City of Stockton

State:

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

Printed Name: Ann Fox

Signature: _____

Acting Deputy Director for Planning & Modal
Programs

Date: _____

Local Agency:

City of Stockton

Printed Name: Harry Black

Signature: HB

Title: City Manager

Date: _____

APPROVED AS TO FORM

By: [Signature]
Deputy City Attorney

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Pauline Wong	<u>Pauline Wong</u>	6/18/2024	\$3,100,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified



City of Stockton

Legislation Text

File #: 24-0642, **Version:** 2

COMMUNITY SUPPORT GRANT PROGRAM FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA) UPDATE

RECOMMENDATION

Informational only; no action to be taken.

Summary

This will be an informational update presented by the Economic Development Department as well as three program awardees and their funded programs:

1. Amelia Ann Adams Whole Life Center
2. Stockton Emergency Food Bank
3. United Way of San Joaquin County

COMMUNITY SUPPORT GRANT PROGRAM FUNDED THROUGH ARPA UPDATE

**Stockton City Council
Agenda Item 15.1
July 9, 2024**

Background

- During the pandemic, Nonprofits and other community-based organizations were called upon by the City to serve those most in need, while oftentimes facing significant reductions in revenue streams.
- Through funding provided by the American Rescue Plan Act (ARPA), Council authorized the development of a Community Support Grant Program (Motion 2022-11-15-1205).
- The City issued a Notice of Funding Availability (NOFA) offering a one-time grant to eligible organizations providing programs, services, or activities that respond to and mitigate the various COVID-19 related community impacts.
- \$2.6 million in total was awarded to 34 nonprofits in November 2022.
- Contracts were executed as organizations were able to provide the required information.



The Amelia Ann Adams
Whole Life Center

Thought Partner Program

Barrier Removal

- Secure Temporary Housing
- Secure Reliable Transportation
- Prevent Homelessness through Rent Support
- Prevent Utilities shutoff through Utility Support

Health Services

- *Monthly Food Distribution* of Fresh Fruits & Vegetables
- *Mobile Clinic*
 - provides accessible healthcare and education
- *Case Management*
 - serving over 50 families and over 100 individuals

Mental Health Support

- *Empowered Women of Excellence*
 - Monthly women's support group
- *Your Inner Peace Counseling & Wellness*
 - Partnership that provides Counseling Referrals



EMPOWERED WOMEN OF EXCELLENCE

Transform your journey from pain to purpose with Empowered Women of Excellence (EWOE):

- Validate your emotions
- Learn from motivational speakers
- Engage in breakthrough activities
- Receive peer support
- Journal your progress
- Envision your future
- Reflect on your growth

Join us in this transformative journey and unlock your full potential today! Ready to step into your greatness?

Join us the last Tuesday of every month
5:00pm-7:00pm

REGISTER: 209.888.7174

FREE FOOD DISTRIBUTION

Every 2nd Friday of the month
11:00AM - 1:00PM

CALL OR TEXT
209.271.2060 TO SIGN UP

Drive Through or WalkUp only, no deliveries at this time
WALKUPS BRING A BASKET TO CARRY BOXES

OPEN TO ALL STOCKTON RESIDENTS
FOR MORE INFORMATION CONTACT
Q at (209) 271-7060



The EFB is grateful for the sustained support of our Programs.

Through the Community Support Grant Nutrition Educators and staff:

- Our Fresh Produce Program distribution increased by 520,623 pounds over the previous year, reaching a total distribution of 1,646,382 pounds of fresh produce.
- 12 sites were added to our Mobile Farmer's Market Program, bringing fresh produce distribution, nutrition education and coaching, live cooking demonstrations, and in-person contact to 84 sites and 29,226 recipients over the last year.
- In-person Nutrition Education and independent living demonstrations and instruction, by our degreed Nutrition Educators, are administered directly in the dining room at St. Mary's Community Services.
- We work with several partners weekly to distribute nutrition-dense foods in Homeless Encampments. Our partners include *SJ County Public Health, Gospel Center Rescue Mission, St. Mary's Community Services, Community Medical Centers, and the Salvation Army.*



Run & Walk Against Hunger 2024

Stockton, CA

Thursday, Nov 28, 2024

CONGRATULATIONS



COHORT 1



United Way of San Joaquin County



SAN JOAQUIN COUNTY
OFFICE OF EDUCATION

CLASS OF 2024





City of Stockton

Legislation Text

File #: 24-0560, **Version:** 1

COMMUNITY MEDICAL CENTERS PROJECT UPDATES: COMMUNITY WELL-BEING CRISIS INTERVENTION PROJECT AND OPIOID SETTLEMENT AGREEMENTS

RECOMMENDATION

Informational only; no action to be taken.

Summary

This will be a quarterly informational update presented by Community Medical Centers on these projects:

1. Care Link Mobile Crisis Response Team (MCRT) pilot project, funded by the American Rescue Plan Act (ARPA).
2. Opioid Settlement Agreements (OSA), funded through the National Opioid Settlements.

Feb-April 2024

- Presented by: Lindsay Lopez, Project Manager
- Alfonso Apu, Chief Behavioral Health Officer
- Compiled by: Lindsay Lopez and Nayeli Ramos Camacho

1-833-311-2273
7 days a week
8am-11pm



City Council Meeting
July 9, 2024
Item # 15.2

MOBILE COMM UNITY RESPONSE

Quarter 3

February 1 - April 30, 2024

Call Outcomes

Response Type

Who is calling for service?

Reason for Initial Calls

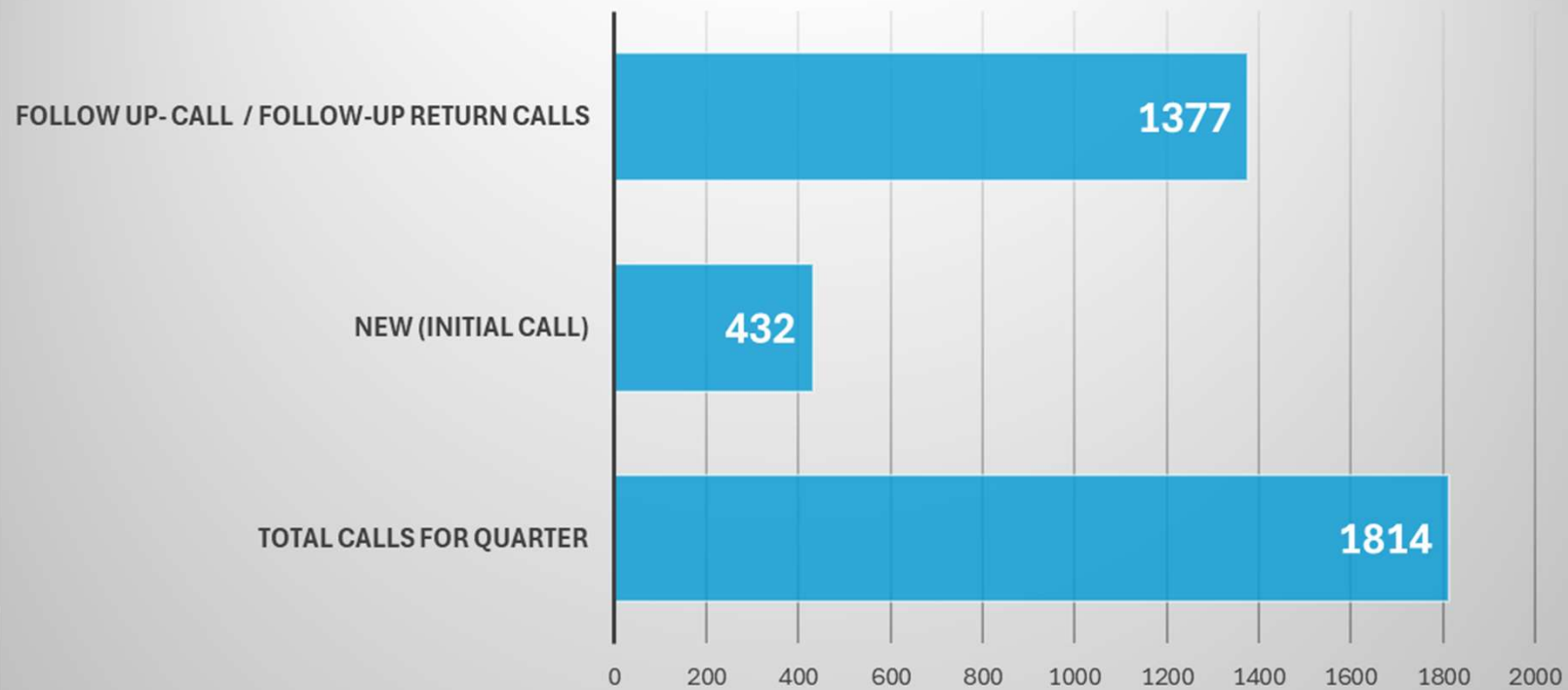
Zip Codes

Gender, Race & Ethnicity

Behavioral
Health Responses/Interventions

Case Studies

Mobile Community Response Quarter 3 Call Outcomes



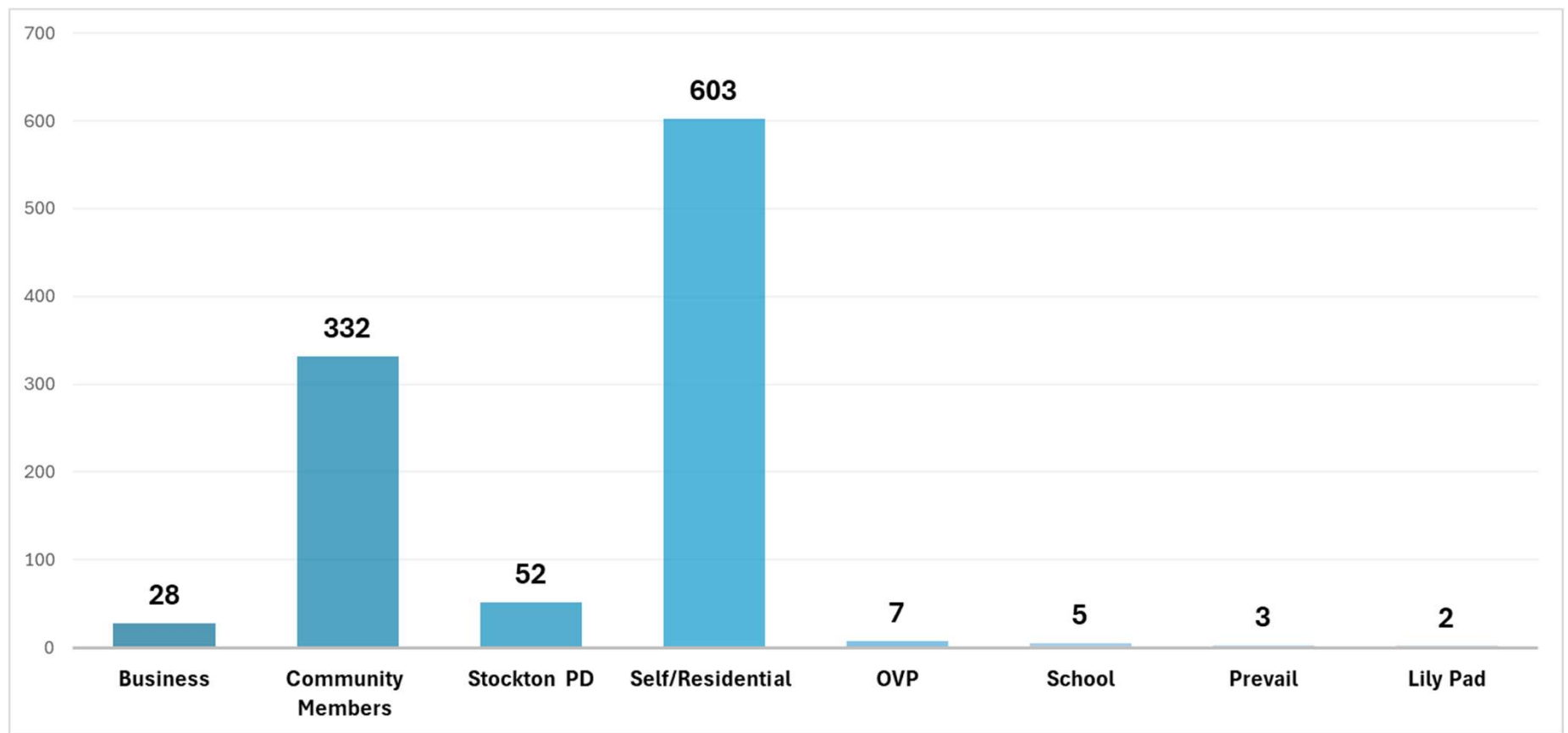
Behavioral Health Call Response Types

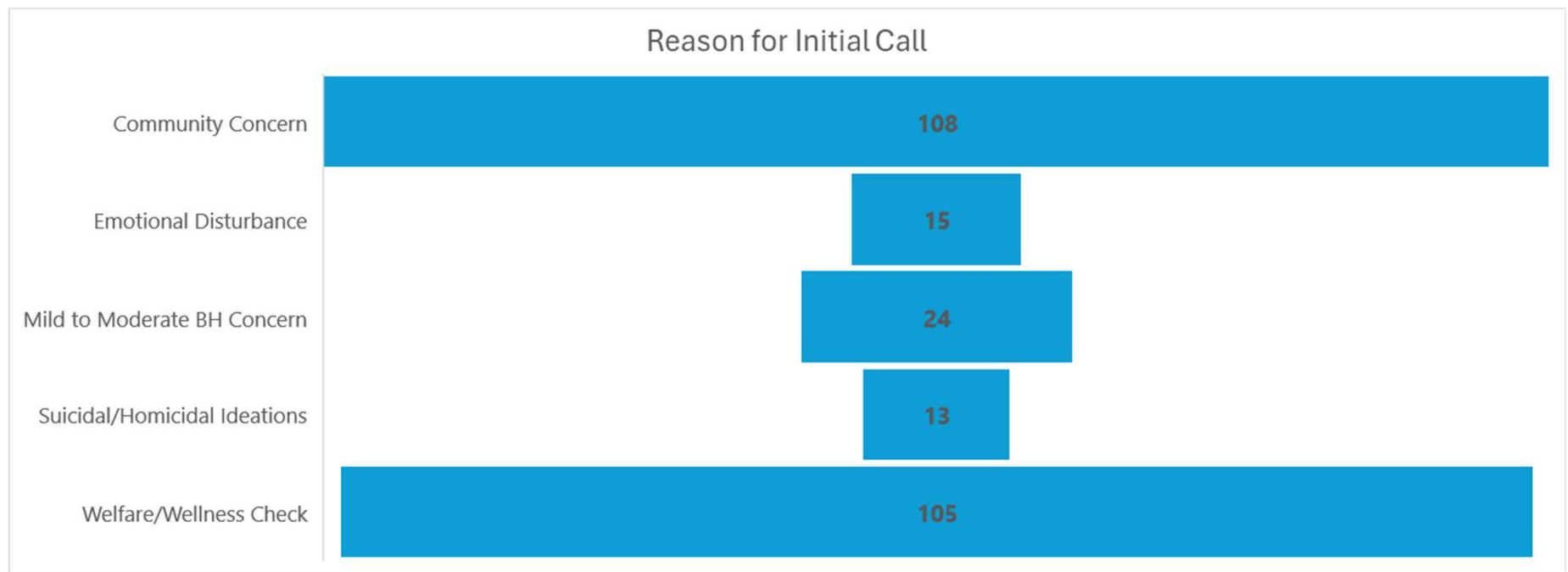
Mobile Response (In Person)

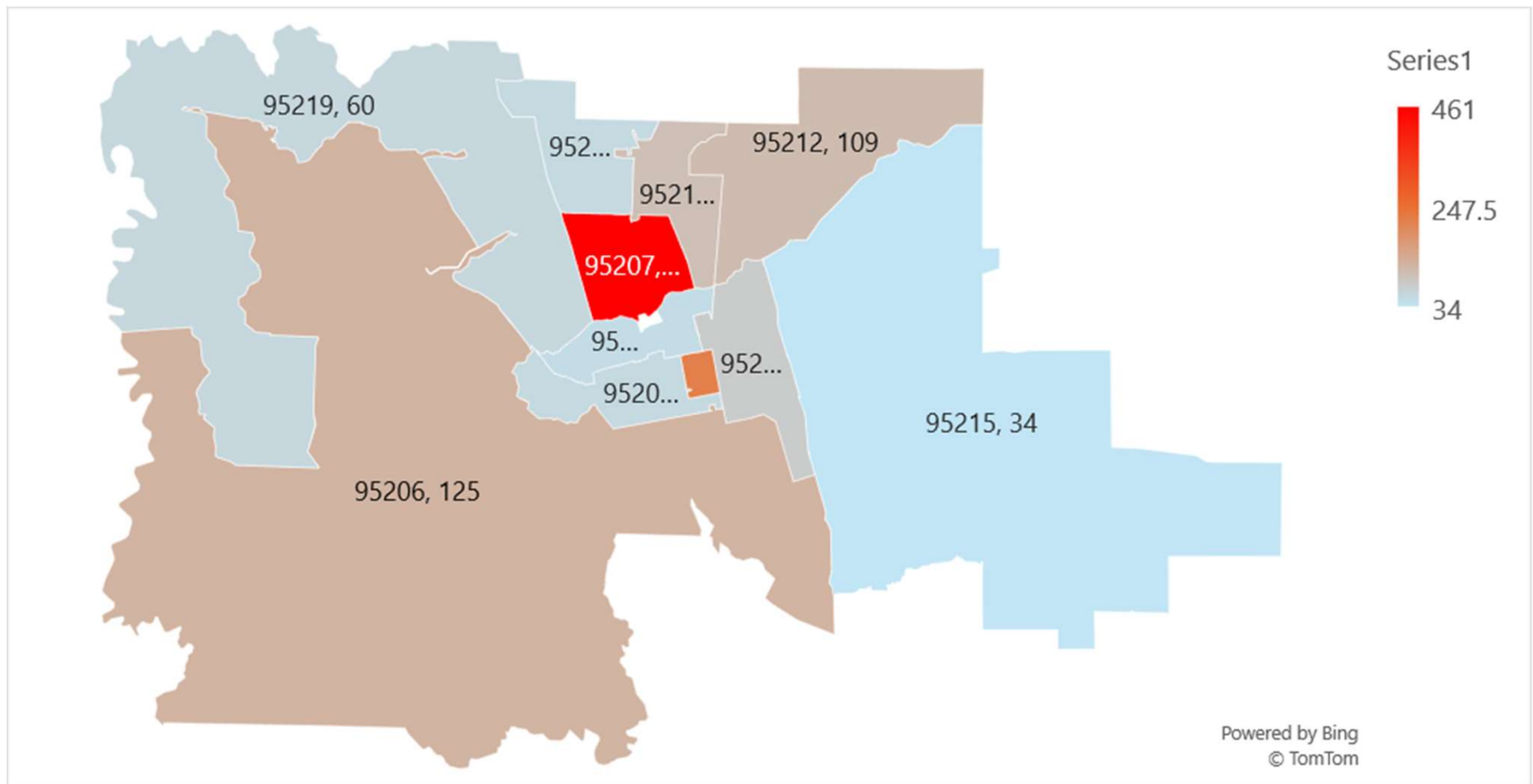
161

Phone Response

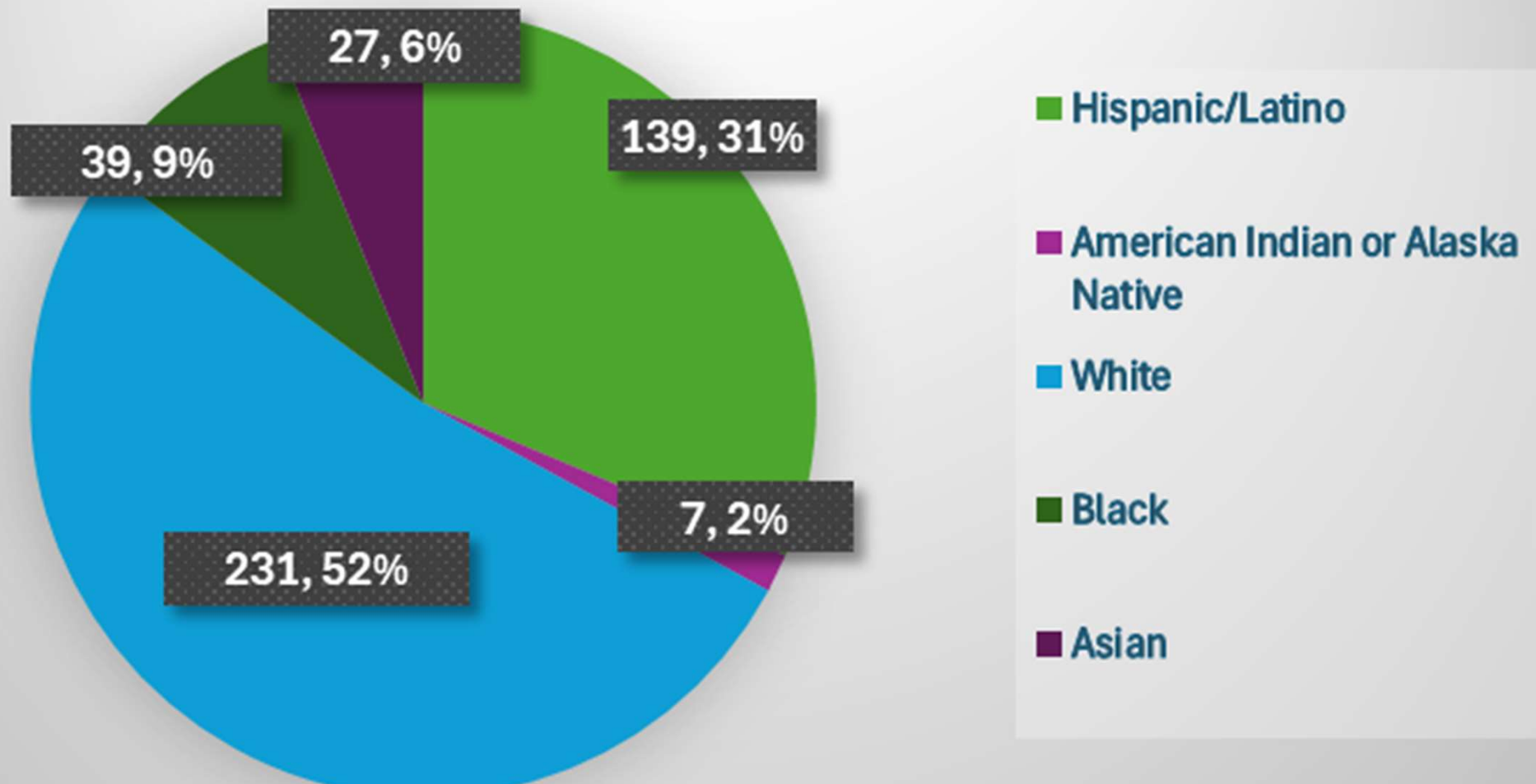
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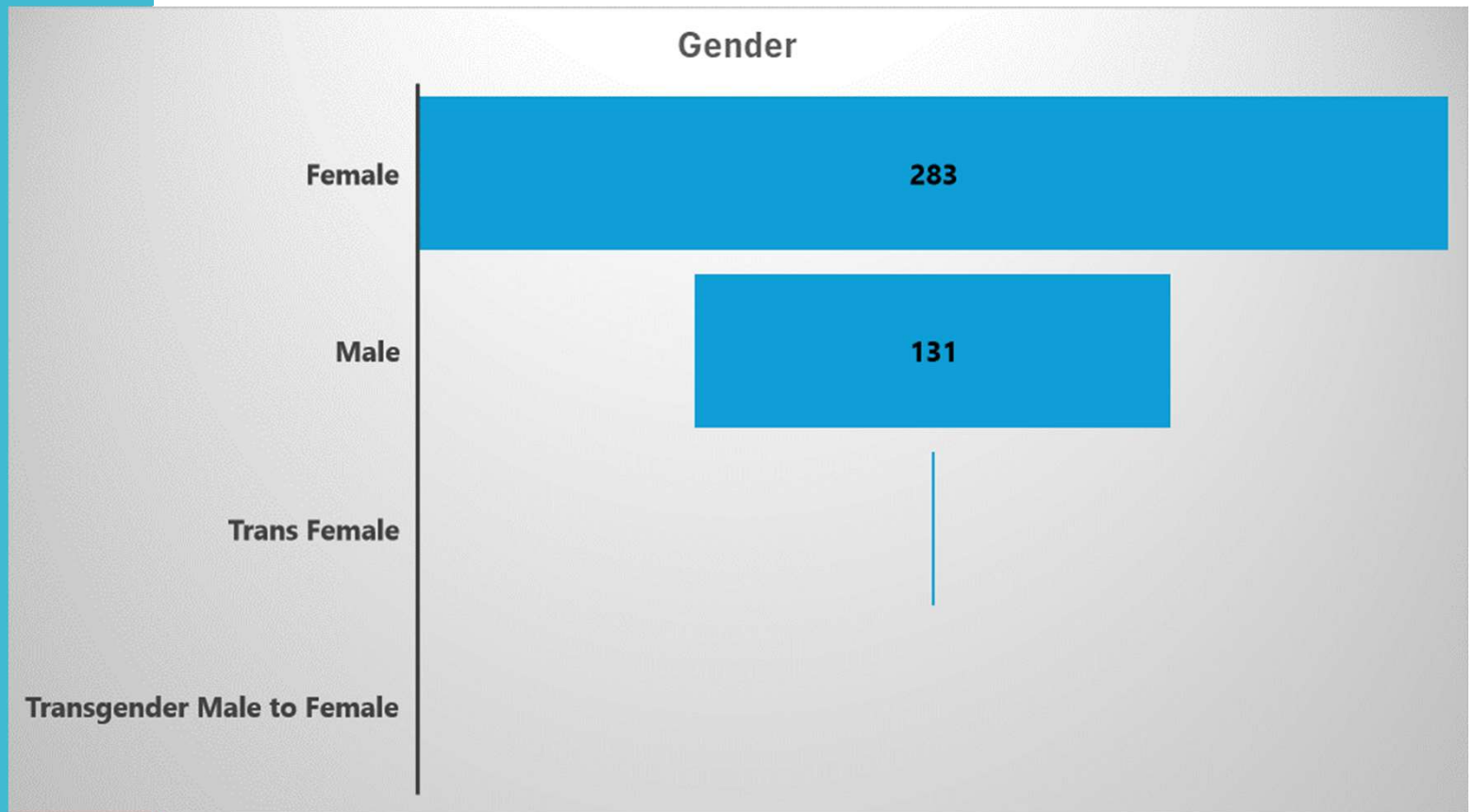
Race and Ethnicity



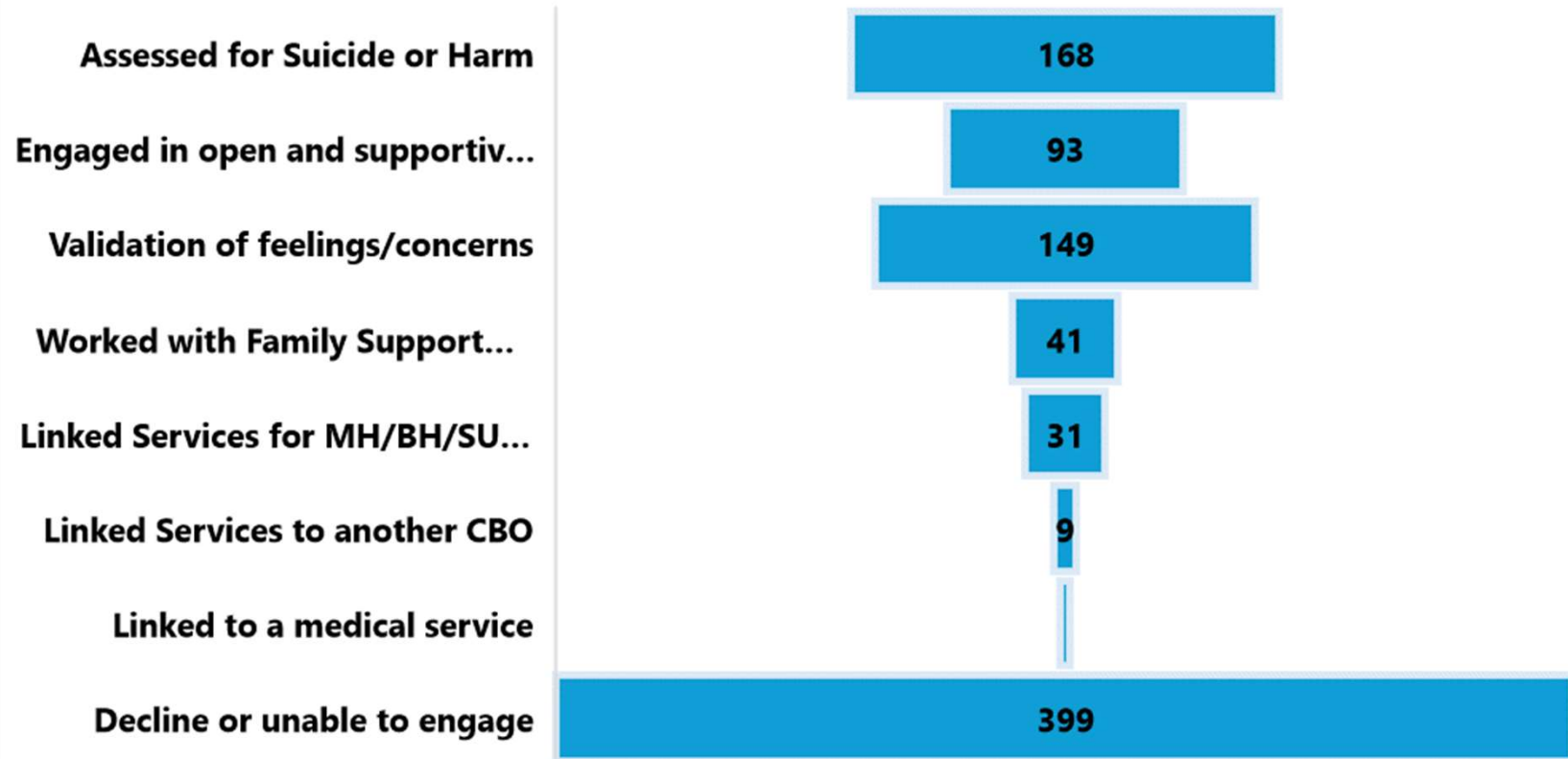
Gender Totals for Q3

415 total gender values
Gathered for this last
quarter.

283 female
131 male
1 trans female
0 trans male to female



Encounters and Resolutions Provided



Case Study #1



- "Bianca Jones", is self-referred with her initial call presenting as needing behavioral health intervention services due to experiencing mild to moderate behavioral health needs.

MCR Team, visited her and made initial contact with her at the location she was sleeping at outside with her small dog. MCR worked with the individual over the period of 2 months with 6 behavioral health encounters as well as a host of case management services.

She was linked to services for obtaining medical replacement card, obtaining food at local food banks, DMV appointments, DMV voucher, transportation to and from medical appointments, immigration services as well as connecting her with Univision to share her story as requested.

The Spanish-speaking channel came and interviewed and shared the story on the local news, and it created assistance for this person by way of being gifted a trailer to live in while she gets back on her feet.

During one of the incidents, CMM called MCR team to accompany her to the hospital, she felt as if she would not be shown understanding with both BH needs and being a Spanish Speaker. After connecting with MCR team she now has a stable home living in a trailer, has a behavioral health clinician, attends regular medical appointments and reports feeling a sense of safety now that she does not have to live on the streets

Case Study #2

This is Jeremy, and he is 19 years old and lives in Stockton.

He was referred from Prevail due to mild to moderate Behavioral health concerns.

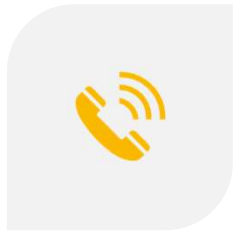
MCR Team visited him at his home with 7 encounters over 2 months.

His use of MCR services is noteworthy as he utilized services over Q2 and then phoned again this quarter when he was robbed for his beloved bike.

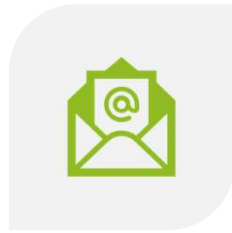




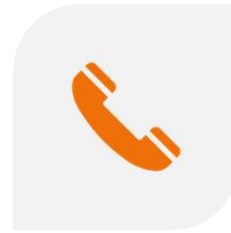
Questions and Comments



PLEASE CALL 209-507-2217
FOR ADMINISTRATIVE NEEDS



LINLOPEZ@CMCENTERS.ORG IF
YOU WOULD LIKE
A PRESENTATION FOR YOUR
STOCKTON TEAM



FOR SERVICE 833-311-2273 FOR BH

We would love
to hear from
you!



CMC Respite Data Report

Stockton City Council
July 9, 2024 Agenda
Item #15.2

CMC Respite Center

201 N. Stanislaus Street, Stockton
(across the street from CMC
Channel Clinic/Pharmacy)

RESIDENTIAL 24/7

Open 24 hours per day,
7 days a week

MEDICAL CLINIC

Monday–Friday, 8am–5pm





**SITTING AREA
GROUP MEETING SPACE
COVERED PATIO**



**GROUP DINING AREA
KITCHEN FACILITY
LAUNDRY**

**MEN'S DORM - 8 BEDS
WOMEN'S DORM - 5 BEDS
SPECIAL NEEDS - 1 ROOM**



CMC Respite Team + Services

COUNSELING

BH Clinician (LCSW)
Counselor (SUD Certified)

MEDICAL

X- Waiver Provider (MD/NP/PA)
Medical Assistant (MA)
Nurse (RN/LVN)

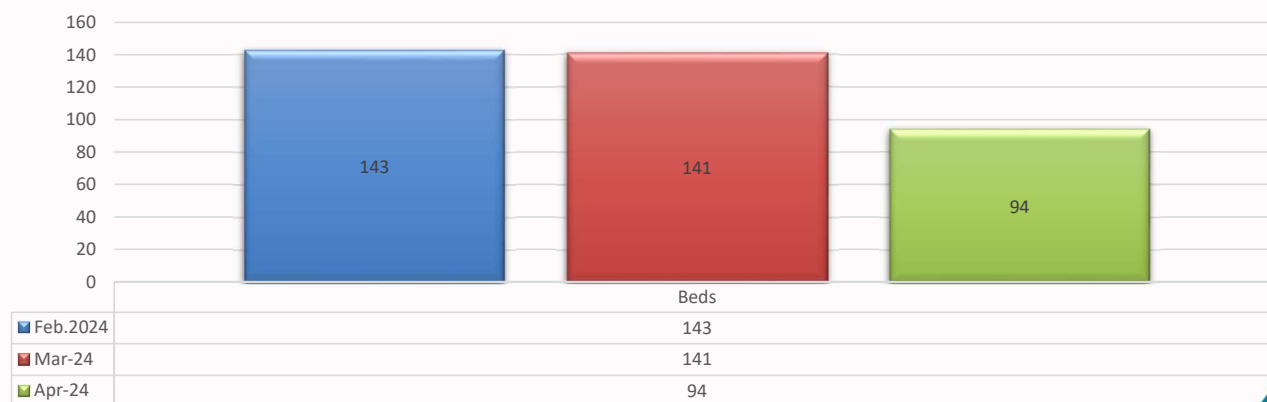
SUPPORT

Case Managers/ CHW
Patient Health Navigators
Peer Counselors

- 1-1 Behavioral and Substance Use Counseling
- Group Counseling
- Case Management
- Medication Assisted Treatment (MAT) for opioids and alcohol
- Monitored detox
- Sobering
- Serving individuals 18 and over
- 14-Day Transitional Respite Stay
- 24-hour monitoring
- Life skills classes and activities
- Community programs
- Presentations

CMC Respite Residential Bed Days Data

February to April 2024
378 Bed Days



Total Individuals				Race/Ethnicity	
Served	35			Afro American	7
Men	27			Hispanic	14
Women	8			Caucasian	10
				American Indian	2
				Pacific Islander	1
				DECLINED	1

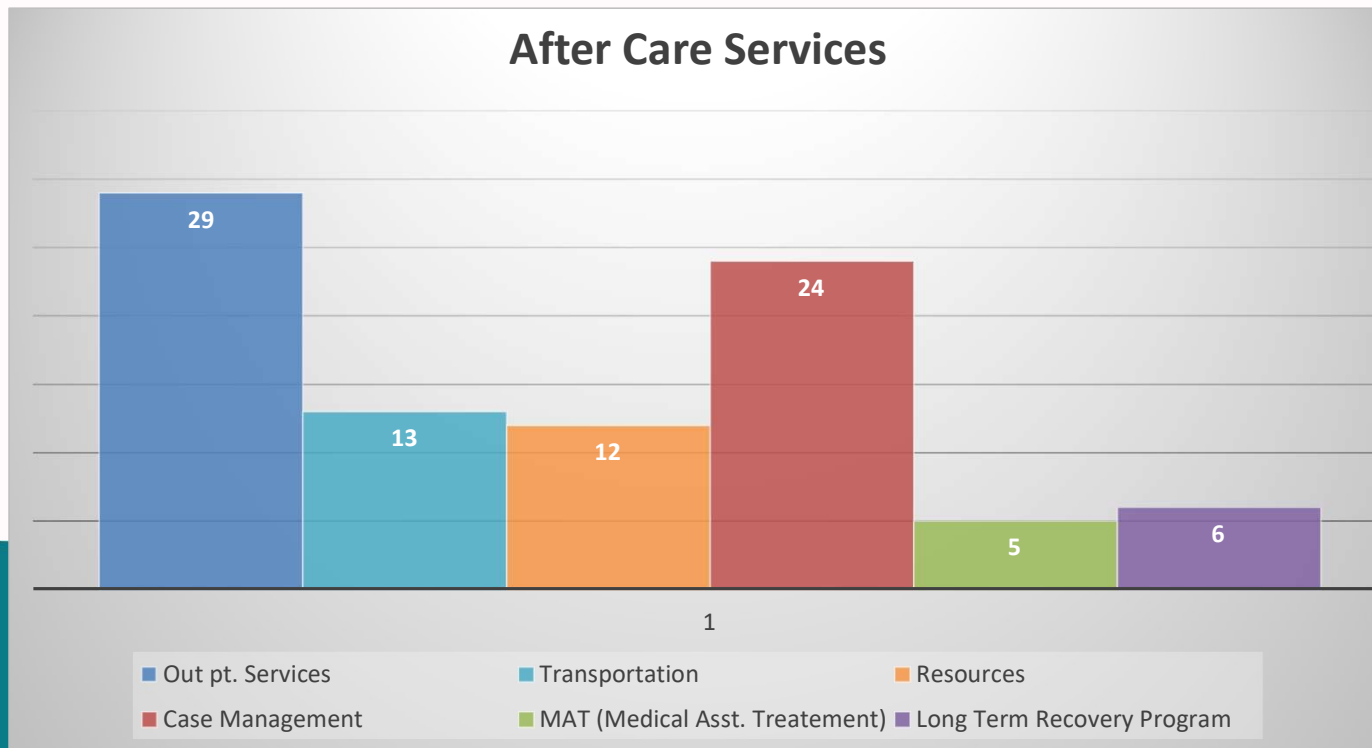
Report on Bed Occupancy for Respite Residential Bed Days

Pt. received 24 hrs. services:

- Case Management Services
- SUD Daily Programing 1-1/Groups
- Monitored Detox (as needed)
- Wrap Around Services –Med/BH Appt.
- Life Skills Programing
- 3 meals & Snacks/Laundry

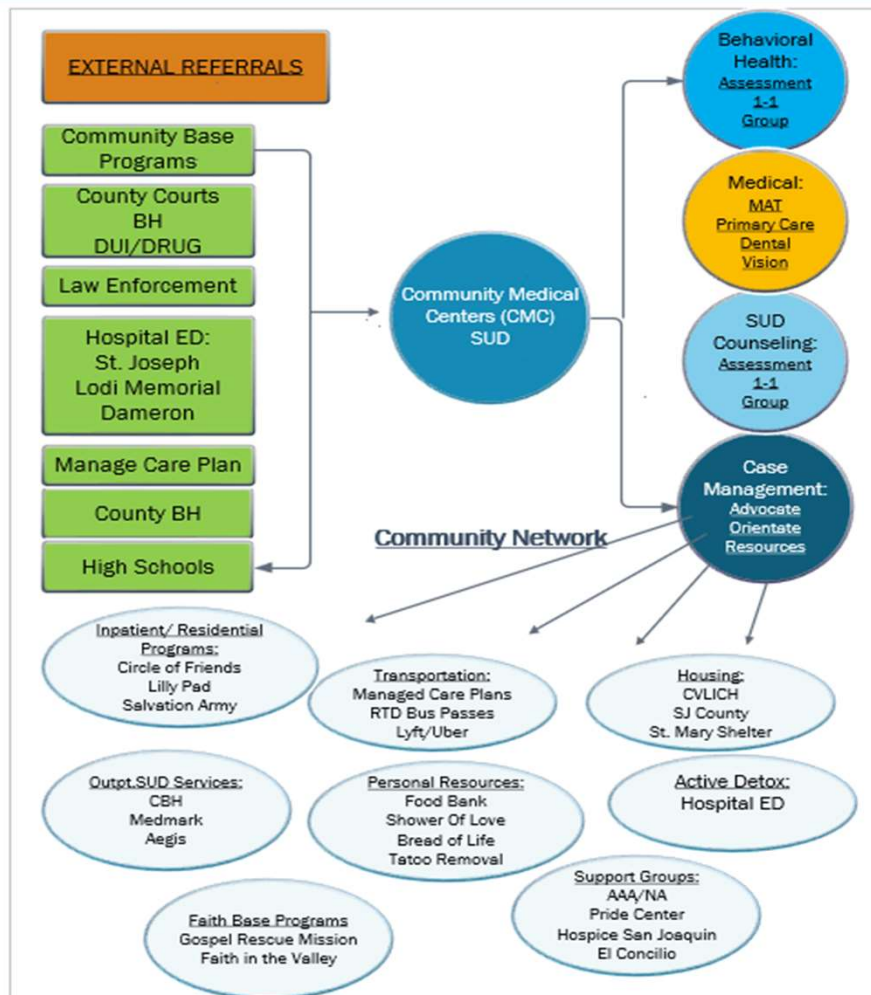
After Care Data

Feb. to April 2024



- ALL Clients offered to be Connected with After Care :
- Case Management/Wrap Around Services –appt. w/SUD, BH & Medical (MAT)
 - Transportation
 - Next Level of Care transition
 - Resources

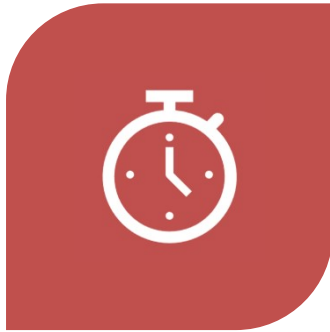
Community Collaboration



Networking Partnerships

CVLIHC
 Catholic Charities
 Gospel Rescue Mission
 El Concilio
 St. Mary's Shelter
 Hospital ED
 Managed Care Plan (HPSJ)
 CBH
 SUSD
 County Collaborative Courts
 Lilly Pad
 Salvation Army
 Circle of Friends
 Recovery House
 Medmark
 Aegis
 Food Bank
 Shower of Love
 Bread of Life

Program Highlights



54 % OF CLIENTS COMPLETE 14
DAY STAY AND GO ON TO RECEIVE
OUTPUT SERVICES



14 % OF CLIENTS OPEN TO
RECEIVING MAT (MEDICATION
ASSISTED TREATMENT)



SUCCESSFUL CLIENT ONGOING TO
GRADUATE COLLEGE

THANK YOU

LeiHua (Lei) McMiller, LMFT

Director of SUD Services

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City of Stockton

Legislation Text

File #: 24-0624, **Version:** 1

ADOPTION OF PROPOSED REDLINE CHANGES TO CHAPTERS 3.02 AND 3.03 OF THE COUNCIL POLICY MANUAL

RECOMMENDATION

Staff recommends that the City Council adopt by resolution the proposed redline changes to Chapters 3.02 and 3.03 of the Council Policy Manual.

Summary

On April 17, 2024, and May 15, 2024, the Council Legislation/Environmental Committee reviewed and provided direction to staff for changes to Chapter's 3.02 and 3.03 of the Council Policy Manual. Those changes are presented for the City Council's consideration for adoption.

DISCUSSION

Background

At the May 15, 2024, Council Legislation/Environmental Committee meeting, proposed changes to Chapters 3.02 and 3.03 were discussed by the Committee and recommendation forwarded to Council.

Chapter 3.02 language regarding recruitment for applicants to Boards and Commissions contained outdated language and did not reflect best practices. Updated language is reflected in the attached redline policy (Attachment A).

Chapter 3.03 regarding the attendance policy for Boards and Commissions needed clarity to ensure better governance. Language was updated to further define absences, meeting types, process for addressing violations, and provide clarity regarding boards that were an exception. These changes are reflected in the attached redline policy (Attachment B).

Present Situation

In accordance with Council Legislation/Environmental Committee recommendation, Staff now presents proposed redlines for Council Policy Manual Chapters 3.02 and 3.03 for adoption.

FINANCIAL SUMMARY

There is no financial impact from approval of these changes.

§ 3.02.010 Policy.

- 1) In 1975 the State Legislature amended Government Code Section 54957 of the Brown Act, removing "public officer" from those appointees that the Council could consider in executive session. This action resulted in the requirement that all discussions and deliberations by the City Council regarding appointments or confirmation of appointments are to take place in public at regular or special meetings of the City Council as opposed to closed executive sessions. This amendment was placed into effect January 1, 1976.
- 2) To comply with this new requirement, the City Council on January 19, 1976 adopted Resolution No. 32,937 establishing procedures for interviewing and confirming appointments in open Council session. The resolution additionally incorporated the existing informal procedures of the City Council regarding such appointments.
- 3) On January 1, 1977, the Maddy Local Appointive List Act of 1975 (Section 54970 et seq. Government Code) became effective requiring, among other things, that:

On or before December 31st of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. The appointees' list shall contain the following information:

- A) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.
- B) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.
- C) These requirements are contained in this Council policy.
- 4) The purpose of this policy is to establish an orderly process to provide all citizens of Stockton equal access to specific and current information about the many regulatory and advisory boards, commissions, and committees appointed by the City Council and/or the Mayor, to provide for equal opportunity to be informed of vacancies which, from time to time, shall occur, and to provide for open sessions in the interview or confirmation appointment process. Hereafter, for sake of simplicity, all boards, commissions and committees appointed as set forth in the following Policy shall be referred to as "Commission" or "Commissions." A member of a board, commission or committee shall be referred to as a "Commissioner."

- 5) **APPOINTMENTS LIST**

- A) Each year, on or before December 31, the City Clerk shall prepare and provide to the City Council an appointments list of all regular and ongoing Commissions which are appointed by the Stockton City Council, a Stockton City Councilmember or by the Mayor. The appointment list shall set forth the following information:

A list of all current Commission vacancies and of all appointive terms which will expire during the next calendar year with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

- B) The appointments list shall be made available to members of the public on the City's website for free or a hard copy for a reasonable fee as indicated on the City's Fee Schedule.

- 6) **VACANCY ANNOUNCEMENTS**

~~In mid-January and mid-July, w~~Where a vacancy on a Commission exists or where by ~~June 30 or December 31, respectively,~~ a Commissioner's term of office will expire, the City Clerk shall announce through the news and social media, and post notice thereof on the City's website and in the Office of the City Clerk, that a vacancy exists or that a term of office will expire. A standing contact list of community partners and organizations will be maintained by the Clerk's Office to facilitate effective outreach.

Announcements/postings shall indicate:

- A) Title of the position;
- B) Minimum qualifications;
- C) Special residency requirements, if any;
- D) Frequency of meetings of the Commission;
- E) Remuneration, if any;
- F) Where to submit an application;
- G) Final date for submission of an application; and
- H) Term of office.

7) APPLICATIONS

- A) All applicants for Commission membership, including persons currently serving on a Commission who seek to be reappointed, shall complete and submit a uniform public service application form to the City Clerk's Office prior to the final time and date for submission of the application. An applicant may submit for consideration to more than one Commission, depending on the applicant's qualifications and interest
- B) The City Council may appoint a person then serving on a Commission to serve on a different Commission after taking into account the number of other qualified application seeking appointment and whether the person's appointment to the different Commission is compatible with the person's current Commission service or creates the potential for overlapping subject matter jurisdiction.
- C) The application shall identify the membership on the Commission or Commissions being sought, the applicant's background and qualifications and may include any additional material deemed relevant by the applicant. Additional material will not be accepted after the filing deadline.
- D) The advertisement will remain open until the City Clerk has received one more application than the number of vacancies to be filled or 45 days from the date of the advertisement, whichever comes earlier, at which time the City Clerk will proceed to fill vacancies with the available applicants.
- E) The City Clerk or other staff will review the applications to determine the applicant's compliance with this Policy and any other requirements specified in the Commission's Roster.
- F) The City Clerk's office shall keep applications on file and applications shall be considered active for one year from the date received.
- G) All applications shall be deemed to be public documents and shall be available for public inspection. Nothing herein shall preclude the Mayor or an individual Councilmember from requesting additional or clarifying information of an applicant prior to the Council's consideration of the applicants for appointment as provided in this Policy.

8) STOCKTON RESIDENCY

Absent specific qualifying requirements to the contrary, all applicants and appointees to Commissions shall be residents of the City of Stockton during the term of their appointment.

9) PROHIBITION OF CITY EMPLOYEES

City Employees Prohibited. Because of potential conflicts between City employment and an employee serving on City Commissions, no City employee, with the exception of the staff person appointed to serve on the Successor Agency to the Redevelopment Agency, shall be appointed to a Commission.

10) APPLICANT INTERVIEWS

- A) Except as provided below, the City department or affected agency that staffs a Commission for which there is a vacancy or for which a term of office will expire during the recruitment period shall prepare interview questions, reviewed and approved by the City Manager's Office, and forward the questions to the City Clerk. To the extent feasible, questions should be open-ended and limited to no more than five key queries. The City department or affected agency that staffs a Commission, in consultation with the City Manager's Office, will determine whether to provide the interview questions to the applicants ahead of the interview itself.
- B) The City Clerk will notify the Council and the applicants regarding the date and time of the interviews. The interviews will be streamed live. This will allow the Council the opportunity to view the interviews live via streamed video or at any time prior to the date on which the Council will make its appointment. The video stream of the interviews will remain on the City's website only until the Council concludes the appointment process.
- C) The City Clerk shall notify all applicants of the time and place of the interviews, the amount of time allowed for the interview and the method by which the Council appointment shall be made. If notifying the candidates by electronic mail, the City Clerk shall also follow up with a phone call to the applicant. Applicants who desire to withdraw from consideration shall notify the City Clerk, preferably in writing.
- D) On the date and time of the interview, applicants will arrive at the designated location, date and time as set by the City Clerk.
- E) Applicants will assemble in the designated location where the City Clerk/designee will provide the applicants with the following information:
 - i) Instructions regarding the interview procedure; and
 - ii) The date and time of the meeting at which the Council will be voting on the appointment; applicants may be asked by the Council to appear at this meeting.
- F) Applicants will be interviewed one at a time. Candidates yet to be interviewed will be instructed to wait in a lobby or other designated location until such time that s/he is invited to the location of the interview. Applicants not present for the interview will automatically be removed from further consideration for that recruitment period.
- G) During the interview, the City Clerk/designee will give the opportunity for the applicant to make a two-minute opening statement; the City Clerk/designee will read each question aloud from the list of prepared questions. Each interview is timed and limited to no more than 10 minutes per applicant. Applicants will be excused at the end of the interview.
- H) Interviews for applicants to the Central Parking District Authority Board, Cultural Heritage Board and

Public Art Advisory Committee shall be conducted by committees of the respective Boards or Committee and the committee's recommendation then considered by the full Boards and Committee. The Boards' and Committee's recommendations will be forwarded to the City Council for Council action. The City Council may appoint or not appoint the recommended applicant. An appointment to fill an unexpired term shall become effective immediately. Other appointments shall become effective as of July 1st or January 1st respectively. In the latter case, then serving Board or Committee members will continue to serve until the effective date of the new appointment. If the City Council does not appoint the recommended applicant, the Boards or Committee shall make another recommended appointment.

- I) The City Council shall not appoint the City Council Salary Setting Commission. Applicants for that Commission shall be interviewed by the Civil Service Commission which will make the appointment (as provided in Charter Section 1912) and the Director of Human Resources shall notify the City Council of the appointment.

11) CITY COUNCIL APPOINTMENTS

- A) Subsequent to the interviews, the City Clerk will immediately notify the Council that the interviews have been conducted and the date the Council will be voting on the appointments. The Council will have the opportunity to view the interviews during the live stream or may view the video stream at any time prior to the date set for Council appointment. Councilmembers shall limit conversation regarding the applicants amongst each other consistent with the Brown Act.
- B) The City Clerk will prepare a staff report relative to the interviews conducted; this report will be placed on a regular meeting agenda for Council consideration on the date indicated to the applicants. The applicants are not required to appear at this meeting unless requested by a Councilmember before the appointment date. Any Councilmember may ask additional questions of the applicant(s) if the applicant has been requested to appear and has appeared at the meeting.
- C) At the meeting at which the City Clerk has prepared a staff report relative to the persons who have been interviewed for an appointment to a Commission, for each Commission on which there is a vacancy or for which a term of office will expire, the City Clerk will provide to the City Council a list of those persons who have been interviewed.
- D) All discussions by the City Council regarding appointments or confirmation of appointments shall be conducted in compliance with the Brown Act. The appointment process shall not require a public hearing; however, persons desiring to comment on the applicants may do so prior to Council action. A Councilmember may ask questions or seek clarification from any applicant present at the meeting before the Council takes action.
- E) If there is at least one more applicant than the number of vacancies from the list(s) so provided to the Council, each Councilmember, including the Mayor, will rank the applicants for each Commission such that the number of applicants that each Councilmember ranks will be one number greater than the number of vacancies and/or the number of Commission members whose terms will be expiring. (This will likely avoid tie votes.) For example, if there is only one vacancy or only one term expiring, the Councilmember's first choice for appointment will be ranked with the number "2" and the Councilmember's second choice with the number "1." If because of a vacancy and/or because of an expiring term, there is more than one appointment to a Commission, the Councilmember will assign to the Councilmember's first choice the higher(est) number and lesser number(s) to the Councilmember's other choice(s). For example, if there were one vacancy and one term expiring, each Councilmember would rank three applicants, assigning the number "3" to the Councilmember's first choice, the number "2" to the Councilmember's second choice and the number "1" to the third choice.
- i) After the Council has ranked the applicants, the City Clerk will tally the rankings and the applicant(s) receiving the highest number(s) would, subject to Council ratification, be appointed. If there is a tie,

then the process described in subsection E above will be repeated only as to the applicants who are tied.

- ii) In instances where there are a vacancy and an expiring term and the term of the vacant office is less than the new term of office, the applicant with the highest number will serve the new term of office and the applicant with the next highest number will serve the lesser term.
- F) If the number of applicants is less than or equal to the number of vacancies, Council may direct staff to open a recruitment or proceed to fill any number of vacancies from the available list of applicants.
- G) Should a vacancy occur within the first year of an appointment, the remainder of the unexpired term may be filled from the current, active pool without running a recruitment.
- H) An appointment to fill an unexpired term shall become effective immediately. Other appointments shall become effective as of July 1st or January 1st, respectively. In the latter case, the serving Commissioners will continue to serve until the effective date of the new appointments.

12) APPOINTMENTS TO THE PLANNING COMMISSION

As to the Planning Commission, where a vacancy exists or a term of office is expiring from a particular Councilmember's District, the Councilmember from that District shall make the appointment subject to City Council approval; for the at-large Planning Commissioner, the Mayor shall make the appointment subject to City Council approval.

13) MAYORAL APPOINTMENTS

As to any appointments made by the Mayor (other than the Mayor's appointment to the Planning Commission), they shall be submitted on the next regular City Council meeting agenda. The City Council shall confirm or not confirm the appointment(s).

14) TERM OF OFFICE

No person shall serve more than two terms on any Commission other than the following: Port Commission; San Joaquin Commission on Aging; San Joaquin County Mosquito/Vector Control Board; and San Joaquin Regional Transit District Board. If a person is appointed to a vacancy and there are more than two years remaining on that term, that shall count as one term.

§ 3.03.010 Policy.

- 1) For any Board, Commission and Committee (hereafter "Commission") that meets ~~regularly~~ more than once a month, a Commissioner's ~~unexcused~~ absence from either three consecutive ~~regular~~ meetings or five or more ~~regular~~ meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. For any Commission that meets ~~regularly~~ once a month or less frequently, a Commissioner's ~~unexcused~~ absences from 25% or more of the ~~regular~~ meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. Meetings that are cancelled due to lack of quorum prior to the meeting date will be included in this attendance policy.
- 2) Excused absences shall include illness or other medical reasons, work related conflicts and scheduled vacations when notice is provided at least 30 days in advance. The ~~Chairperson~~ assigned staff support person of the particular Commission shall determine if the absence is excused; provided a commissioner, ~~prior to the meeting, provides reasonable notice in writing~~, including 30 days' notice of scheduled vacation, of the absence ~~to the Chairperson or to the staff person assigned to the Commission. In the case of a Chairperson's absence, the Vice-Chair shall make the determination.~~
- 3) The staff person assigned to the Commission shall record the attendance of Commissioners in a uniform format as shown on Board/Commission/Committee Attendance Report and submit the report to the City Clerk's Office. The Clerk's Office shall provide Attendance Reports to the City Council on a quarterly basis. As to any Commissioner who is ~~required to be a resident of~~ a Councilmember's ~~district direct appointment~~, if the attendance record of that Commissioner is such that additional ~~unexcused~~ absences would result in the position being vacated, the ~~staff person assigned to the Commission Clerk's Office~~ shall notify the Councilmember from that district of the Commissioner's attendance record. If the attendance records indicate that any Commissioner has exceeded the number of ~~unexcused~~ absences as provided in subsection 1 above, the ~~staff person shall~~ Councilmember may direct the Clerk's Office to prepare a report to the City Council so stating and recommending that the City Council ratify that the position has been vacated. The City Council, at a regular meeting, shall consider the recommendation and take whatever action the City Council deems appropriate. If the City Council ratifies that the position has been vacated due to ~~unexcused~~ absences, the staff person shall notify any outside agency on which the Commissioner sat of the Council action.
- 4) The following Boards and Commissions are not directly appointed by City Council and require removal by their appointing bodies:

Stockton Arts Commission

Parks and Recreation Commission

Cultural Heritage Board

Salary Setting Commission

Resolution No.

STOCKTON CITY COUNCIL

A RESOLUTION ADOPTING A REVISED CITY COUNCIL POLICY CHAPTER 3.02 CITY COUNCIL AND MAYORAL APPOINTMENTS TO COMMITTEES, BOARDS, AND COMMISSIONS AND CHAPTER 3.03 ATTENDANCE POLICY FOR APPOINTEES

Chapter 3.02 of the Council Policy Manual addresses the procedures by which members are recruited to Committees, Boards, and Commissions; and

Chapter 3.03 of the Council Policy Manual addresses the procedures by which attendance is monitored for appointed members of Boards and Commissions; and

The Legislation and Environmental Committee voted on May 25, 2024, to forward a recommendation to Council to make changes to improve the recruitment and attendance monitoring process for Boards and Commissions; now, therefore,

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

1. City Council approves the revised City Council Policy 3.02 entitled "City Council and Mayoral Appointments to Committees, Boards, and Commissions;" attached hereto as "Exhibit 1."
2. City Council approves the revised City Council Policy 3.03 entitled "Attendance Policy for Appointees;" attached hereto as "Exhibit 2."
3. The City Manager is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC,CPMC
Interim City Clerk of the City of Stockton

§ 3.02.010 Policy.

- 1) In 1975 the State Legislature amended Government Code Section 54957 of the Brown Act, removing "public officer" from those appointees that the Council could consider in executive session. This action resulted in the requirement that all discussions and deliberations by the City Council regarding appointments or confirmation of appointments are to take place in public at regular or special meetings of the City Council as opposed to closed executive sessions. This amendment was placed into effect January 1, 1976.
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- C) These requirements are contained in this Council policy.
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- B) The appointments list shall be made available to members of the public on the City's website for free or a hard copy for a reasonable fee as indicated on the City's Fee Schedule.

6) VACANCY ANNOUNCEMENTS

Where a vacancy on a Commission exists or where by a Commissioner's term of office will expire, the City Clerk shall announce through the news and social media, and post notice thereof on the City's website and in the Office of the City Clerk, that a vacancy exists or that a term of office will expire. A standing contact list of community partners and organizations will be maintained by the Clerk's Office to facilitate effective outreach. Announcements/postings shall indicate:

- A) Title of the position;
- B) Minimum qualifications;
- C) Special residency requirements, if any;
- D) Frequency of meetings of the Commission;
- E) Remuneration, if any;
- F) Where to submit an application;
- G) Final date for submission of an application; and
- H) Term of office.

7) APPLICATIONS

- A) All applicants for Commission membership, including persons currently serving on a Commission who seek to be reappointed, shall complete and submit a uniform public service application form to the City Clerk's Office prior to the final time and date for submission of the application. An applicant may submit for consideration to more than one Commission, depending on the applicant's qualifications and interest
- B) The City Council may appoint a person then serving on a Commission to serve on a different Commission after taking into account the number of other qualified application seeking appointment and whether the person's appointment to the different Commission is compatible with the person's current Commission service or creates the potential for overlapping subject matter jurisdiction.
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- D) The advertisement will remain open until the City Clerk has received one more application than the number of vacancies to be filled or 45 days from the date of the advertisement, whichever comes earlier, at which time the City Clerk will proceed to fill vacancies with the available applicants.
- E) The City Clerk or other staff will review the applications to determine the applicant's compliance with this Policy and any other requirements specified in the Commission's Roster.
- F) The City Clerk's office shall keep applications on file and applications shall be considered active for one year from the date received.
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clarifying information of an applicant prior to the Council's consideration of the applicants for appointment as provided in this Policy.

8) STOCKTON RESIDENCY

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9) PROHIBITION OF CITY EMPLOYEES

City Employees Prohibited. Because of potential conflicts between City employment and an employee serving on City Commissions, no City employee, with the exception of the staff person appointed to serve on the Successor Agency to the Redevelopment Agency, shall be appointed to a Commission.

10) APPLICANT INTERVIEWS

- A) Except as provided below, the City department or affected agency that staffs a Commission for which there is a vacancy or for which a term of office will expire during the recruitment period shall prepare interview questions, reviewed and approved by the City Manager's Office, and forward the questions to the City Clerk. To the extent feasible, questions should be open-ended and limited to no more than five key queries. The City department or affected agency that staffs a Commission, in consultation with the City Manager's Office, will determine whether to provide the interview questions to the applicants ahead of the interview itself.
- B) The City Clerk will notify the Council and the applicants regarding the date and time of the interviews. The interviews will be streamed live. This will allow the Council the opportunity to view the interviews live via streamed video or at any time prior to the date on which the Council will make its appointment. The video stream of the interviews will remain on the City's website only until the Council concludes the appointment process.
- C) The City Clerk shall notify all applicants of the time and place of the interviews, the amount of time allowed for the interview and the method by which the Council appointment shall be made. If notifying the candidates by electronic mail, the City Clerk shall also follow up with a phone call to the applicant. Applicants who desire to withdraw from consideration shall notify the City Clerk, preferably in writing.
- D) On the date and time of the interview, applicants will arrive at the designated location, date and time as set by the City Clerk.
- E) Applicants will assemble in the designated location where the City Clerk/designee will provide the applicants with the following information:
 - i) Instructions regarding the interview procedure; and
 - ii) The date and time of the meeting at which the Council will be voting on the appointment; applicants may be asked by the Council to appear at this meeting.
- F) Applicants will be interviewed one at a time. Candidates yet to be interviewed will be instructed to wait in a lobby or other designated location until such time that s/he is invited to the location of the interview. Applicants not present for the interview will automatically be removed from further consideration for that recruitment period.
- G) During the interview, the City Clerk/designee will give the opportunity for the applicant to make a two-minute opening statement; the City Clerk/designee will read each question aloud from the list of prepared questions. Each interview is timed and limited to no more than 10 minutes per applicant.

Applicants will be excused at the end of the interview.

- H) Interviews for applicants to the Central Parking District Authority Board, Cultural Heritage Board and Public Art Advisory Committee shall be conducted by committees of the respective Boards or Committee and the committee's recommendation then considered by the full Boards and Committee. The Boards' and Committee's recommendations will be forwarded to the City Council for Council action. The City Council may appoint or not appoint the recommended applicant. An appointment to fill an unexpired term shall become effective immediately. Other appointments shall become effective as of July 1st or January 1st respectively. In the latter case, then serving Board or Committee members will continue to serve until the effective date of the new appointment. If the City Council does not appoint the recommended applicant, the Boards or Committee shall make another recommended appointment.
- I) The City Council shall not appoint the City Council Salary Setting Commission. Applicants for that Commission shall be interviewed by the Civil Service Commission which will make the appointment (as provided in Charter Section 1912) and the Director of Human Resources shall notify the City Council of the appointment.

11) CITY COUNCIL APPOINTMENTS

- A) Subsequent to the interviews, the City Clerk will immediately notify the Council that the interviews have been conducted and the date the Council will be voting on the appointments. The Council will have the opportunity to view the interviews during the live stream or may view the video stream at any time prior to the date set for Council appointment. Councilmembers shall limit conversation regarding the applicants amongst each other consistent with the Brown Act.
- B) The City Clerk will prepare a staff report relative to the interviews conducted; this report will be placed on a regular meeting agenda for Council consideration on the date indicated to the applicants. The applicants are not required to appear at this meeting unless requested by a Councilmember before the appointment date. Any Councilmember may ask additional questions of the applicant(s) if the applicant has been requested to appear and has appeared at the meeting.
- C) At the meeting at which the City Clerk has prepared a staff report relative to the persons who have been interviewed for an appointment to a Commission, for each Commission on which there is a vacancy or for which a term of office will expire, the City Clerk will provide to the City Council a list of those persons who have been interviewed.
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- i) After the Council has ranked the applicants, the City Clerk will tally the rankings and the applicant(s) receiving the highest number(s) would, subject to Council ratification, be appointed. If there is a tie, then the process described in subsection E above will be repeated only as to the applicants who are tied.
- ii) In instances where there are a vacancy and an expiring term and the term of the vacant office is less than the new term of office, the applicant with the highest number will serve the new term of office and the applicant with the next highest number will serve the lesser term.
- F) If the number of applicants is less than or equal to the number of vacancies, Council may direct staff to open a recruitment or proceed to fill any number of vacancies from the available list of applicants.
- G) Should a vacancy occur within the first year of an appointment, the remainder of the unexpired term may be filled from the current, active pool without running a recruitment.
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12) APPOINTMENTS TO THE PLANNING COMMISSION

As to the Planning Commission, where a vacancy exists or a term of office is expiring from a particular Councilmember's District, the Councilmember from that District shall make the appointment subject to City Council approval; for the at-large Planning Commissioner, the Mayor shall make the appointment subject to City Council approval.

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As to any appointments made by the Mayor (other than the Mayor's appointment to the Planning Commission), they shall be submitted on the next regular City Council meeting agenda. The City Council shall confirm or not confirm the appointment(s).

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§ 3.03.010 Policy.

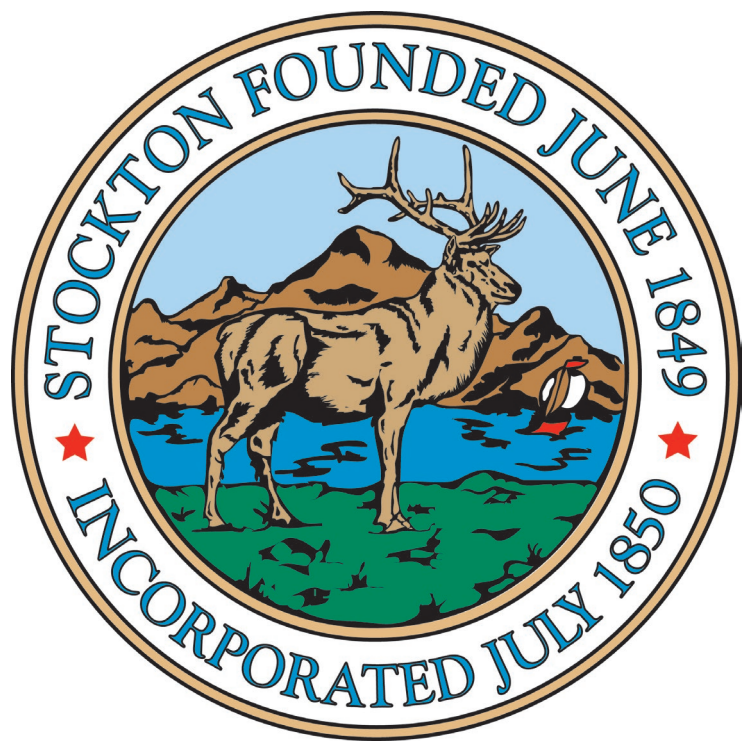
- 1) For any Board, Commission and Committee (hereafter "Commission") that meets more than once a month, a Commissioner's absence from either three consecutive meetings or five or more meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. For any Commission that meets once a month or less frequently, a Commissioner's absences from 25% or more of the meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. Meetings that are cancelled due to lack of quorum prior to the meeting date will be included in this attendance policy.
- 2) Excused absences shall include illness or other medical reasons, work related conflicts and scheduled vacations when notice is provided at least 30 days in advance. The assigned staff support person of the particular Commission shall determine if the absence is excused; provided a commissioner provides reasonable notice in writing, including 30 days' notice of scheduled vacation, of the absence to the staff person assigned to the Commission.
- 3) The staff person assigned to the Commission shall record the attendance of Commissioners in a uniform format as shown on Board/Commission/Committee Attendance Report and submit the report to the City Clerk's Office. The Clerk's Office shall provide Attendance Reports to the City Council on a quarterly basis. As to any Commissioner who is a Councilmember's direct appointment, if the attendance record of that Commissioner is such that absences would result in the position being vacated, the Clerk's Office shall notify the Councilmember from that district of the Commissioner's attendance record. If the attendance records indicate that any Commissioner has exceeded the number of absences as provided in subsection 1 above, the Councilmember may direct the Clerk's Office to prepare a report to the City Council so stating and recommending that the City Council ratify that the position has been vacated. The City Council, at a regular meeting, shall consider the recommendation and take whatever action the City Council deems appropriate. If the City Council ratifies that the position has been vacated due to absences, the staff person shall notify any outside agency on which the Commissioner sat of the Council action.
- 4) The following Boards and Commissions are not directly appointed by City Council and require removal by their appointing bodies:

Stockton Arts Commission

Parks and Recreation Commission

Council Cultural Heritage Board

Salary Setting Commission



COUNCIL POLICY MANUAL UPDATE – CHAPTERS 3.02 AND 3.03

JULY 9, 2024

AGENDA ITEM 15.3

REDLINE UPDATES

REMOVE BIENNIAL RECRUITMENT
TO PROMOTE INCREASED
FREQUENCY

REMOVE TERM OF OFFICE DATES TO
REFLECT CURRENT PRACTICE

CREATE NOTE REQUIRING A
STANDING LIST OF COMMUNITY
PARTNERS AND ORGANIZATIONS

Chapter 3.02 – Section 6

6) VACANCY ANNOUNCEMENTS

~~In mid-January and mid-July, where~~ Where a vacancy on a Commission exists or where by ~~June 30 or December 31, respectively,~~ a Commissioner's term of office will expire, the City Clerk shall announce through the news and social media, and post notice thereof on the City's website and in the Office of the City Clerk, that a vacancy exists or that a term of office will expire. A standing contact list of community partners and organizations will be maintained by the Clerk's Office to facilitate effective outreach.

REDLINE UPDATES

REMOVE REFERENCE TO
“REGULAR” MEETINGS

REMOVE REFERENCE TO
“UNEXCUSED” ABSENCES

INCLUDE LANGUAGE TO
INDICATE MEETINGS
CANCELLED DO TO LACK OF
QUORUM PRIOR TO THE
MEETING DATE

Chapter 3.03 – Section 1

- 1) For any Board, Commission and Committee (hereafter "Commission") that meets ~~regularly~~ more than once a month, a Commissioner's ~~unexcused~~ absence from either three consecutive ~~regular~~ meetings or five or more ~~regular~~ meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. For any Commission that meets ~~regularly~~ once a month or less frequently, a Commissioner's ~~unexcused~~ absences from 25% or more of the ~~regular~~ meetings in any 12-month period shall result in the position being vacated, subject to City Council ratification as provided in this section. Meetings that are cancelled due to lack of quorum prior to the meeting date will be included in this attendance policy.

REDLINE UPDATES

CHANGE ATTENDANCE
DETERMINATION TO ASSIGNED
STAFF PERSON

CLARIFY PROCESS FOR
NOTIFICATION

Chapter 3.03 – Section 2

- 2) Excused absences shall include illness or other medical reasons, work related conflicts and scheduled vacations when notice is provided at least 30 days in advance. The ~~Chairperson~~ assigned staff support person of the particular Commission shall determine if the absence is excused; provided a commissioner, ~~prior to the meeting,~~ provides reasonable notice in writing, including 30 days' notice of scheduled vacation, of the absence ~~to the Chairperson or~~ to the staff person assigned to the Commission. ~~In the case of a Chairperson's absence, the Vice Chair shall make the determination.~~

REDLINE UPDATES

CLARIFY PROCESS FOR
ATTENDANCE TRACKING AND
COMMISSIONER REMOVAL

CORRECT LANGUAGE TO
REFLECT POLICY CHANGES

CORRECT LANGUAGE TO
REFLECT COUNCIL DIRECT
APPOINTMENTS

Chapter 3.03 – Section 3

- 3) The staff person assigned to the Commission shall record the attendance of Commissioners in a uniform format as shown on Board/Commission/Committee Attendance Report and submit the report to the City Clerk's Office. The Clerk's Office shall provide Attendance Reports to the City Council on a quarterly basis. As to any Commissioner who is ~~required to be a resident of~~ a Councilmember's ~~district direct appointment~~, if the attendance record of that Commissioner is such that additional ~~unexcused~~ absences would result in the position being vacated, the ~~staff person assigned to the Commission Clerk's Office~~ shall notify the Councilmember from that district of the Commissioner's attendance record. If the attendance records indicate that any Commissioner has exceeded the number of ~~unexcused~~ absences as provided in subsection 1 above, the ~~staff person shall~~ Councilmember may direct the Clerk's Office to prepare a report to the City Council so stating and recommending that the City Council ratify that the position has been vacated. The City Council, at a regular meeting, shall consider the recommendation and take whatever action the City Council deems appropriate. If the City Council ratifies that the position has been vacated due to ~~unexcused~~ absences, the staff person shall notify any outside agency on which the Commissioner sat of the Council action.

REDLINE UPDATES

ADD SECTION TO PROVIDE
CLARITY FOR BOARDS AND
COMMISSIONS THAT ARE
EXCEPTIONS TO THE POLICY

Chapter 3.03 – Section 4

- 4) The following Boards and Commissions are not directly appointed by City Council and require removal by their appointing bodies:

Stockton Arts Commission

Parks and Recreation Commission

Cultural Heritage Board

Salary Setting Commission



City of Stockton

Legislation Text

File #: 24-0696, **Version:** 1

DISCUSSION REGARDING CAMPING ON CITY PROPERTY (*GRANTS PASS DECISION*)

RECOMMENDATION

Informational only; no action to be taken.

Summary

In 2019, the Ninth Circuit decided *Martin v. Boise* 920 F.3d 584 (2019). Martin involved an ordinance in Boise that made it a misdemeanor to use “streets, sidewalks, parks, or public places” for “camping.” The Ninth Circuit held that “the Eighth Amendment prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter.” Boise (and all other local governments in the Ninth Circuit), therefore could not enforce public-camping ordinances against homeless individuals who lacked “access to alternative shelter.”

Grants Pass, a city in Oregon passed several ordinances after the Martin decision related to the regulation of sleeping outside, which taken together made it nearly impossible to sleep outside with any form of bedding or shelter on public land in the city. A violation of these ordinances resulted in fines, which would escalate if left unpaid. Two homeless individuals in Grants Pass filed a class action lawsuit on behalf of those that are “involuntarily homeless” against the city, arguing its ordinances are unconstitutional under the Eighth Amendment’s Cruel and Unusual Punishment Clause.

The Ninth Circuit affirmed the district court’s holding that “the anti-camping ordinances violated the Cruel and Unusual Punishment Clause to the extent they prohibited homeless individuals from ‘taking necessary minimal measures to keep themselves warm and dry while sleeping when there are no alternative forms of shelter available.’”

Grants Pass filed a petition for certiorari which was granted. Ultimately, the Supreme overturned *Martin v. Boise*, holding that anti-camping ordinances do not violate the Eighth Amendment to the Constitution.

DISCUSSION

Background

Grants Pass, a city in Oregon with a population of 38,000 people, of whom approximately 600 are individuals experiencing homelessness, passed several ordinances after the Martin decision related to the regulation of sleeping outside, which taken together made it nearly impossible to sleep outside with any form of bedding or shelter on public land in the city.

A violation of these ordinances resulted in fines, which would escalate if left unpaid. The “park exclusion” ordinance allowed police officers to bar someone from a city park for 30 days if they received 2 more citations for violating park ordinances within one year. If someone received a park exclusion ordinance and was later found in a park, that could result in criminal trespass. The city amended its camping ordinance after Martin to make it clear that the involuntary act of sleeping in a park was not prohibited, rather what was prohibited was “camping” - i.e., sleeping with any bedding / shelter.

Two homeless individuals in Grants Pass filed a class action lawsuit on behalf of those that are “involuntarily homeless” against the city, arguing its ordinances are unconstitutional under the Eighth Amendment’s Cruel and Unusual Punishment Clause. The Ninth Circuit upheld the district court’s class certification of all “involuntarily homeless” in Grants Pass. The Ninth Circuit also affirmed the district court’s holding that “the anti-camping ordinances violated the Cruel and Unusual Punishment Clause to the extent they prohibited homeless individuals from ‘taking necessary minimal measures to keep themselves warm and dry while sleeping when there are no alternative forms of shelter available.’” Although the city had four temporary shelters, none were “adequate” for the city’s homeless population.

Present Situation

Grants Pass filed a petition for certiorari and many cities and counties from across the Ninth Circuit and country joined Grants Pass in urging the Court to grant review, which the Court granted. On June 28, 2024, the Supreme Court issued a 6-3 decision overturning *Martin v. Boise*, holding that anti-camping ordinances do not violate the Eighth Amendment to the Constitution.

The Court explained the “Constitution’s Eighth Amendment serves many important functions, but it does not authorize federal judges to wrest ... [the] rights and responsibilities from the American people” to decide “how best to handle a pressing social question like homelessness” and “in their place dictate this Nation’s homelessness policy.” The decision also highlighted the complexities of the homeless crisis and noted that five years ago, the Ninth Circuit “took one of [the] tools [needed to address homelessness] off the table” in *Martin v. Boise*, 920 F. 3d 584 (2019).

In its 6-3 opinion, the Supreme Court reversed the Ninth Circuit’s “Martin experiment.” In doing so, the Court explained that the Eighth Amendment’s Cruel and Unusual Punishment Clause addresses “the method or kind of punishment a government may impose for the violation of criminal statutes.”

Ultimately, the Court found that public camping laws like the one in Grants Pass do not criminalize status, but instead make certain actions a crime, and the crime applies to any defendant, as the Court puts it, whether the person is homeless or a backpacker on vacation. The Court also noted that *Martin* exemplifies much of what can go wrong when courts try to resolve matters without secure guidance in the Constitution.

In other words, the Court recognized that the problem of homelessness is complex and that its decision would return the hard task of solving the homelessness crisis to state and local policymakers, where it belongs. Rather than spending significant time, money, and resources litigating *Martin* claims, local governments can focus on expending resources to help the homeless community while ensuring their public spaces are safe and clean in a manner consistent with local needs.

To that end, the City's efforts to expand services for the unsheltered and address the ongoing root causes of homelessness will continue with an eye toward review and revision of existing ordinances as needed to further these efforts.

One example of these efforts is the Clean City Initiative which advances new and existing programs to reduce trash accumulation and illegal dumping across the city.

The initiative is a collaborative effort between the City Manager's Office, Public Works Department, Stockton Police Department, Republic Services, Waste Manage, and community volunteers. The initiative is comprised of activities including recycling events, community cleanup events, and encampment cleanups. A summary of activity is provided below:

Event	2021	2022	2023
Drive Thru Recycling	2,627 vehicles served	2,028 vehicles served	1,312 vehicles served
Community Cleanup	21 events, 575 volunteers, 458 bags of litter	11 events, 409 volunteers, 38 trees planted, 65 litter bags collected	18 events, 457 volunteers, 72 trees planted, 198 litter bags collected
Neighborhood Services Events	449 mattresses, 179 tires, 113 e-waste, 69.2 tons of trash, 224 appliances	115 mattresses, 169 tires, 112 e-waste, 76.8 tons of trash, 107 appliances	72 mattresses recycled, 98 tires, 3 tons of e-waste, 47 tons of trash, 82 appliances
Homeless Encampment Cleanup	28 events, 897 truckloads, 1,485 tons of waste removed	26 events, 690 truckloads, 1,216 tons of waste removed	24 events, 583 truckloads, 1,238 tons of waste removed

Another example is the City's ongoing effort to facilitate and support the creation of affordable housing and shelter space. To that end, the following chart depicts completed or scheduled to be completed housing and shelter projects in 2024:

Housing Project	Developer	Units	Timeframe
Villa D Flore	Visionary	12	August
Grand View Village	Visionary	74	Opened in Feb.
Calaveras Quarters	Housing Authority	69	October
Sonora Square	Housing Authority	37	Opened in Spring
Town Center Studios	Central Valley	20 (of 40)	Opened in July

Homeless Beds	Developer	Beds	Timeframe
Navigation Center	City of Stockton	150	Fall 2024
Pathways	St. Mary's	280	December 2024/January 2025

FINANCIAL SUMMARY

Homelessness/Housing Spending

- **2020:**
 - Total Allocated Funds: \$15,845,000 (State/Federal funds)
- **2021:**
 - Total Allocated Funds: \$47.3 million (ERAP, ESG, ESG-CV)
 - Joined the Homeless Outreach Team (HOT)
- **2022:**
 - Total Allocated Funds: \$56 million (ERAP, Affordable Housing NOFA, CDBG, ESG, ESG-CV)
 - Housing Units Created: 838 units (86 very-low-income, 102 low-income)
- **2023:**
 - Total Allocated Funds: \$4.1 million (HHAP, SB2, LEAP, REAP), \$10 million (Joint allocation, City + County Homeless Shelter)
 - Housing Units Created: 610 units (69 low-income, 51 ADUs)



City of Stockton

Legislation Text

File #: 24-0564, Version: 1

AUTHORIZE THE ISSUANCE AND SALE OF STOCKTON PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS (WASTEWATER REFUNDING PROJECT), SERIES 2024 (THE “2024 BONDS”) TO ACHIEVE SAVINGS BY REFUNDING THE OUTSTANDING WASTEWATER REVENUE REFUNDING BONDS, SERIES 2014

RECOMMENDATION

Staff recommends the City of Stockton and the Stockton Public Financing Authority authorize the issuance and sale of the 2024 Bonds, in a principal amount not-to-exceed \$32,000,000, to refund the remaining Wastewater Revenue Refunding Bonds, Series 2014 (the “2014 Bonds”), of which \$34,710,000 is currently outstanding and \$29,620,000 will be outstanding after September 1, 2024.

Resolution of the City of Stockton: This Resolution authorizes the form of and the execution and delivery of an Installment Purchase Contract, Bond Purchase Contract, Continuing Disclosure Certificate and Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.

Resolution of the Stockton Public Financing Authority: This Resolution authorizes the issuance and sale of the 2024 Bonds in an aggregate principal amount not to exceed \$32,000,000; approves the form of and authorizes the execution and delivery of an Indenture, an Installment Purchase Contract, a Bond Purchase Contract, and an Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.

The Resolutions also approve the execution of all documents and other actions related to the issuance of the 2024 bonds and that the Chair of the Authority (Mayor), Executive Director of the Authority (City Manager), Treasurer of the Authority (Chief Financial Officer) or their designee be authorized to take appropriate and necessary actions to carry out the purpose and intent of the Resolutions (Exhibits 1-5 to both resolutions).

Summary

In October 2014, the Stockton Public Financing Authority issued Wastewater Revenue Refunding Bonds, Series 2014 (the “2014 Bonds”) in the original amount of \$69,440,000 of which \$34,710,000 is currently outstanding and \$29,620,000 will be outstanding after September 1, 2024. The 2014 Bonds refunded two previously outstanding issues from 1998 and 2003.

The purpose of the refunding is to generate significant annual debt service savings for the City’s wastewater system. The savings are currently estimated at \$227,225 per year from fiscal year 2026 to fiscal year 2030 for an estimated 3.56% in net present value savings.

Staff is further seeking a potential waiver of the City's Capital Financing and Debt Management Policy Chapter 17.01.040 (the "Policy"). The refunding currently meets the net present value savings threshold under the Policy; however, since this is most likely the last opportunity to refund the 2014 Bonds, staff would prefer to set a minimum cash flow savings target of \$150,000 per year from fiscal year 2026 to fiscal year 2030. However, this lower minimum cash flow target equates to an estimated 2.38% in net present value savings, which is below the minimum established under the Policy.

DISCUSSION

Background

In October 2014, the Stockton Public Financing Authority issued Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds") in the original amount of \$69,440,000, of which \$34,710,000 is currently outstanding and \$29,620,000 will be outstanding after September 1, 2024. The 2014 Bonds have a final maturity of September 1, 2029 (FY 2030), and are first callable on September 1, 2024, and any date thereafter, without prepayment penalty. The 2014 Bonds refunded the following outstanding issues:

- (1) City of Stockton, Revenue Certificates of Participation, 1998 Series A (Wastewater System Project)
- (2) City of Stockton Refunding Certificates of Participation, 2003 Series A (Wastewater System Project)

Staff seeks approval of the City Council and the Board of the Stockton Public Financing Authority ("Authority") to issue the 2024 Bonds to refund the 2014 Bonds. The purpose of the refunding is to generate significant annual debt service savings for the City's wastewater system. Total savings are currently estimated to be \$1.17 million with average annual savings estimated at \$227,225 per year from fiscal year 2026 to 2030 for an estimated 3.56% in net present value savings.

The City's "Capital Financing and Debt Management Policy Chapter 17.01.040 Section VII Refinancing Outstanding Debt" sets a minimum net present value savings threshold goal of percent (3%) of the refunded bonds principal amount, net of all costs related to the refunding. As bonds get paid every year and the remaining term is shortened, the less the potential cash flow savings and the potential net present value benefit of doing a refunding. Given the short remaining term of the 2014 bonds, September 1, 2029 (FY 2030), it is unlikely the City will have another opportunity to refund the 2014 Bonds again, unless it does so as part of this action.

Staff would like to take advantage of this final opportunity and set a minimum annual savings target of \$150,000 per year from fiscal year 2026 to fiscal year 2030. The total savings under this scenario would be \$791,810 with an estimated net present value savings of 2.38%. While the current net present value savings are estimated to be 3.56% (within the range of the current policy) and cash flow savings are estimated at \$227,225 per year from fiscal year 2026 to 2030, staff would still like to take advantage of this opportunity with \$150,000 cash flow savings per year seen as minimally significant to the City's wastewater fund.

Therefore, staff recommends approval of the resolutions as proposed and a waiver from the Policy should the net present value savings percentage drop below 3.00%, by implementing “Section XVI: Exceptions To These Policies”:

“The City may find in limited and exceptional instances that a waiver to any of the above stated policies is warranted given identified special City benefits to be derived from such waiver. Such waivers may be granted by the City Manager or CFO with the approval of the City Attorney, if provisions waived are not material, and shall be granted only by action of the City Council if as to material provisions and shall be based upon stated policies as warranted given identified special City benefits to be derived from such specific public purpose, economic and/or health and safety findings.”

Present Situation

The 2024 Bonds, after the refunding, will be on parity (have equal rights to the system net revenue) with the other outstanding obligations of the City’s wastewater fund:

Water Infrastructure Finance and Innovation Act (“WIFIA”) (Loan Number: N18126CA)

Principal Payments: September 1, 2030 to September 1, 2051
Remaining Amount: \$108,000,000
Interest Rate: 1.20%
Purpose: Repaid Bond Anticipation Notes sold to fund a portion of the Regional Wastewater Control Facilities Modification Project

California Department of Water Resources (SRF Loan Number: D2001045)

Principal Payments: December 31, 2024 to December 31, 2051
Remaining Amount: \$46,800,000
Interest Rates: 0.90%
Purpose: Used to pay project costs associated with the Regional Wastewater Control Facilities Modification Project

Assuming market interest rates as of May 14, 2024, staff estimates the proposed refunding will result in the following estimated savings assuming the acquisition of bond insurance and a surety for the reserve fund:

Outstanding 2014 Bonds ⁽¹⁾	\$29,620,000
Principal Amount of the 2024 Bonds	\$28,615,000
2014 Bonds Total Debt Service	\$34,211,250
2024 Bonds Total Debt Service	\$33,038,077
Total Savings	\$1,173,173
Average Annual Savings ⁽²⁾	\$227,225
Net Present Value (“NPV”) Savings	\$1,055,707
NPV Savings Percentage ⁽³⁾	3.56%
Final Maturity ⁽⁴⁾	September 1, 2029 (FY 2030)

Notes

- (1) Amount Outstanding After September 1, 2024
- (2) From Fiscal Year 2026 to Fiscal Year 2030
- (3) As a Percentage of the Principal Amount of Bonds Refunded
- (4) Same Final Maturity as the 2014 Bonds (No Extension of Term)

Financing Team

Along with City staff, the financing team (the “Financing Team”) includes Hawkins Delafield & Wood LLP as Bond and Disclosure Counsel as a member of the authorized Bond Counsel Pool, and Hilltop Securities and Oppenheimer & Co. Inc. as the Underwriters, both as members of the authorized Underwriter Pool. Other members of the Financing Team include Del Rio Advisors, LLC, Municipal Advisor to the City and Authority as a member of the authorized Municipal Advisor Pool, and U.S. Bank Trust Company, National Association as Trustee / Paying Agent.

Documents for Review

There are several documents to be approved as part of the Resolutions to authorize the issuance and sale of the 2024 Bonds:

2024 Indenture: An agreement between the Authority and U.S. Bank Trust Company, National Association (“U.S. Bank”) as Trustee. This document governs all the terms and conditions of the 2024 Bonds including the role of U.S. Bank as Trustee, the principal payments along with the interest rates on the individual maturities, the redemption provisions of the 2024 Bonds, establishes the funds and accounts for the 2024 Bonds, establishes the City obligations for continuing disclosure reporting, arbitrage rebate and annual CDIAC reporting, and remedies for bondholders in an event of default.

2024 Installment Purchase Contract: An agreement between the Authority (seller) and the City (purchaser) whereby the City will purchase from the Authority the Wastewater System improvements funded with proceeds of the 2014 Bonds. In exchange, the City agrees to make installment payments to the Authority. The installment payments are equal to the debt service on the 2024 Bonds.

Official Statement (Including the Continuing Disclosure Certificate): The Official Statement is the primary document used by the Underwriter to market the 2024 Bonds to investors. The official statement describes the 2024 Bonds in detail and all the information used by investors to make an informed purchase decision. The official statement, in the preliminary form presented, is deemed final pursuant to Rule 15c-2-12 under the Securities Exchange Act of 1934.

The Resolution permits staff to make updates as needed for a final version, which will primarily be to reflect actual interest rates when they are finally determined, and the final version will be made publicly available. The Continuing Disclosure Certificate, included as an attachment to the Official Statement, describes covenants of the City to provide required ongoing disclosure to investors in the form of an annual report due by the end of March each year and posted to the electronic platform known as the Electronic Municipal Market Access system (“EMMA”). In addition, the City covenants, when they occur, will provide notices of certain events as listed therein.

A final Official Statement will be made available shortly after the 2024 Bonds are sold; it will be identical to the preliminary Official Statement except that it will reflect the final bond sale information. A table of contents of the preliminary official statement identifies critical topics such as the plan of finance, security for the bonds, the continuing disclosure requirements, form of the 2024 Indenture and the 2024 Installment Purchase Contract and the opinion of Bond Counsel.

The distribution of the preliminary Official Statement and the final Official Statement is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require that the Official Statement include all facts that would be material to an investor purchasing the 2024 Bonds. Material information exists where there is a substantial likelihood that the information would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell securities. The Securities and Exchange Commission (SEC), the agency with regulatory authority over compliance with the federal securities laws, has indicated that if a member of a legislative body, like the City Council, has knowledge of any material facts or circumstances that an investor would want to know prior to investing in securities, similar to the 2024 Bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the preliminary Official Statement. The steps that a member of the City Council could take to fulfill this obligation include becoming familiar with the preliminary Official Statement and questioning City staff and other members of the Financing Team about it.

Bond Purchase Contract: An agreement between the City, the Authority and the Underwriter, pursuant to which the Underwriter agrees to purchase the 2024 Bonds from the Authority, on the terms and conditions set forth therein. It provides certain conditions for closing that must be met prior to the closing and funding of the 2024 Bonds and will be executed on the date of pricing.

Financing Schedule

If the refunding is approved tonight, the Financing Team expects the following schedule to sell and close the 2024 Bonds:

Date	Action
Tuesday July 9 th	City Council / Authority Board Meeting
Week of July 29 th	Print and Post the Preliminary Official Statement
Wednesday August 14 th	Sell the Bonds
Weeks of August 19 th and August 26 th	Print and Post Final Official Statement Documents Executed
Wednesday September 4 th	Transaction Closes

FINANCIAL SUMMARY

There is no impact on the City's General Fund or any other unrestricted fund because of taking the recommended action.

The total estimated costs of issuance of \$503,936 includes estimated fixed costs of \$178,763, estimated underwriter's discount in the amount of \$140,214, the estimated cost of a bond insurance policy of \$99,114 and the estimated cost to purchase a surety bond for the reserve fund of \$85,845.

The refunding will free up approximately \$227,225 per year from fiscal year 2026 to fiscal year 2030. These are dollars that the wastewater utility can use to meet operational needs.

Resolution No.

STOCKTON PUBLIC FINANCING AUTHORITY

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF STOCKTON PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS (WASTEWATER REFUNDING PROJECT), DESIGNATED AS “SERIES 2024,” IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$32,000,000; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, AN INSTALLMENT PURCHASE CONTRACT, A BOND PURCHASE CONTRACT AND AN OFFICIAL STATEMENT RELATING TO THE BONDS; AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH

The City of Stockton (the “City”) and the former Redevelopment Agency of the City of Stockton entered into a Joint Exercise of Powers Agreement establishing the Stockton Public Financing Authority (the “Authority”), a California joint exercise of powers entity duly organized and existing under and pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500), as amended, to provide financial assistance to the City; and

The City and the Authority previously entered into an Installment Purchase Contract, dated as of October 1, 2014 (the “2014 Installment Purchase Contract”), whereby the Authority agreed to sell certain improvements to the City’s wastewater system (the “Prior Projects”) to the City and the City agreed to purchase such improvements from the Authority; and

In connection with the 2014 Installment Purchase Contract, the Authority entered into an Indenture, dated as of October 1, 2014, by and between Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, as successor trustee, and the Authority and, in connection therewith, the Authority issued its Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) in the aggregate principal amount of \$69,440,000 (the “2014 Bonds”) in October of 2014; and

The City now desires to refinance the Prior Projects by refunding the obligations of the City under the 2014 Installment Purchase Contract, and the Authority has determined to assist the City in the foregoing by prepaying all of the outstanding 2014 Bonds; and

To provide funds for the refinancing of the Prior Projects, the Authority desires to issue bonds tentatively designated as its Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”); and

The Authority and the City desire to authorize the 2024 Bonds or any portion thereof to be sold in a public offering; and

The Authority and the City desire that the 2024 Bonds may be sold and issued in such series or subseries as may be necessary or desirable to effectuate the foregoing; and

In order to provide for the authentication and delivery of the 2024 Bonds, to establish and declare the terms and conditions upon which the 2024 Bonds are to be issued and secured and to secure the repayment thereof, it is proposed that the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") enter into an Indenture (the "Indenture"); and

In order to implement the foregoing, the City and the Authority propose to enter into an Installment Purchase Contract (the "Installment Purchase Contract"); and

Under the Installment Purchase Contract, the City will be obligated to make installment payments to the Authority for the refinancing of the Prior Projects; and

Pursuant to section 5852.1 of the Government Code of the State of California, the Authority has received certain representations and good faith estimates from Hilltop Securities, LLC, an underwriter of the 2024 Bonds, including an estimate of costs associated with the issuance of the Bonds and the Authority has disclosed such good faith estimates as set forth on Exhibit 1 attached hereto; now, therefore,

BE IT RESOLVED BY THE STOCKTON PUBLIC FINANCING AUTHORITY, AS FOLLOWS:

Section 1. The method of refinancing the Prior Projects through the issuance by the Authority of the 2024 Bonds in the aggregate principal amount of not to exceed \$32,000,000, is hereby approved.

Section 2. The issuance of the 2024 Bonds in the aggregate principal amount of not to exceed \$32,000,000 on the terms and conditions set forth in and subject to the limitations specified in the Indenture, is hereby authorized and approved. The 2024 Bonds are authorized to be executed for and in the name and on behalf of the Authority by the manual or facsimile signature of the Chair or Executive Director of the Authority and attested to by the manual or facsimile signature of the Secretary of the Authority. The 2024 Bonds, when so executed and attested, are authorized to be delivered to the Trustee for authentication. The 2024 Bonds may be sold and issued in such series or subseries as may be necessary or desirable to effectuate the purposes of this resolution.

Section 3. The form of the Indenture (attached as Exhibit 2), a copy of which is on file in the office of the Secretary of the Authority or his or her designee (the "Secretary") and submitted to this meeting, is hereby approved. The Chair, the Executive Director, any Deputy City Manager of the City on behalf of the Executive Director, and the Treasurer and the designees of any of them (each, an "Authorized Officer"), each acting

alone, are hereby authorized and directed, for and in the name of and on behalf of the Authority, to execute the Indenture, and the Secretary is authorized to attest thereto, with such additions and changes therein as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The form of the Installment Purchase Contract (attached as Exhibit 3), a copy of which is on file in the office of the Secretary and submitted to this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name of and on behalf of the Authority, to execute the Installment Purchase Contract, and the Secretary is authorized to attest thereto, with such additions and changes therein as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery thereof; provided, that the installment payments to be contained in the Installment Purchase Contract shall be determined or approved by the Treasurer of the Authority or the designee thereof (the "Treasurer") upon the sale of the 2024 Bonds, but the principal portions thereof shall not exceed \$32,000,000 in aggregate principal amount and the final installment payments shall be due not later than September 1, 2029.

Section 5. The form of a Bond Purchase Contract (attached as Exhibit 4) relating to the sale of the 2024 Bonds (the "Bond Purchase Contract"), among Hilltop Securities Inc., on behalf of itself and as representative (the "Representative") of Oppenheimer & Co. Inc. of the underwriters of the 2024 Bonds (the "Underwriters"), the Authority and the City, a copy of which is on file in the office of the Secretary and submitted to this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Purchase Contract, and the Secretary is authorized to attest thereto, with such additions and changes therein as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the Authority, such approval to be conclusively evidenced by the execution and delivery thereof; provided, that the debt service savings achieved from the refunding of the 2014 Bonds shall be at least \$150,000 per year.

Section 6. The form of a preliminary official statement (attached as Exhibit 5) relating to the 2024 Bonds (the "Preliminary Official Statement"), a copy of which is on file in the office of the Secretary and submitted to this meeting, is hereby approved, with such additions and changes as may be approved, with the advice of counsel, by any Authorized Officer. The Authorized Officers, each acting alone, are hereby authorized on behalf of the Authority to the Underwriters of the 2024 Bonds that the Preliminary Official Statement is deemed "final" (as it relates to the Authority) for the purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") (except for the omission of certain final pricing, rating and related information as permitted by the Rule). The Authorized Officers, each acting alone, are hereby authorized and directed to execute and deliver to the Authority and, the Underwriters a final Official Statement (the "Official Statement") in substantially the form of the Preliminary Official Statement, with such additions and changes as the Authorized Officer executing the same shall approve,

with the advice of counsel, as being in the best interests of the Authority, such approval to be conclusively evidenced by the execution of said Official Statement. The printing, delivery and distribution of the Preliminary Official Statement and the Official Statement are hereby approved, and the Underwriters of the 2024 Bonds are hereby authorized to distribute copies of the Preliminary Official Statement and the Official Statement to persons who may be interested in the purchase of the 2024 Bonds and are directed to deliver copies of the Official Statement to all purchasers of the 2024 Bonds.

Section 7. The Authorized Officers, each acting alone, are hereby authorized and directed to take all actions and execute any and all documents necessary or advisable to arrange for the insuring of all or a portion of the 2024 Bonds or to obtain a debt service reserve fund insurance policy or surety bond, or to obtain any other form of credit enhancement or debt service reserve fund facility, if, upon the advice of the Authority's municipal advisor, such insurance, surety bond, other credit enhancement or other reserve fund facility will result in a lower true interest cost for the 2024 Bonds.

Section 8. All actions heretofore taken by any officers, employees or agents of the Authority with respect to the issuance, delivery or sale of the 2024 Bonds, or in connection with or related to any of the documents referenced herein or the refinancing of the Prior Projects, are hereby approved, confirmed and ratified; and the Authorized Officers are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents (including but not limited to a Tax Certificate and Agreement and escrow agreement), which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2024 Bonds and the disbursement of proceeds thereof in accordance with this Resolution.

Section 9. In connection with the 2024 Bonds, the Authority hereby appoints and retains Del Rio Advisors, LLC as Municipal Advisor and Hawkins Delafield & Wood LLP as Bond Counsel and Disclosure Counsel. Hilltop Securities Inc. is appointed as Representative of the Underwriters and Oppenheimer & Co. Inc. is appointed as co-manager for the 2024 Bonds.

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Section 10. This Resolution shall take effect immediately upon its adoption.

Section 11. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED July 9, 2024.

KEVIN J LINCOLN II, Chairman
Stockton Public Financing Authority

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim Secretary Stockton Public Financing Authority

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE CONTRACT, BOND PURCHASE CONTRACT, CONTINUING DISCLOSURE CERTIFICATE AND OFFICIAL STATEMENT RELATING TO AN INSTALLMENT PURCHASE FINANCING AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH

The City of Stockton (the “City”) and the former Redevelopment Agency of the City of Stockton entered into a Joint Exercise of Powers Agreement establishing the Stockton Public Financing Authority (the “Authority”), a California joint exercise of powers entity duly organized and existing under and pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500), as amended, to provide financial assistance to the City; and

The City and the Authority previously entered into an Installment Purchase Contract, dated as of October 1, 2014, (the “2014 Installment Purchase Contract”), whereby the Authority agreed to sell certain improvements to the City’s wastewater system (the “Prior Projects”) to the City and the City agreed to purchase such improvements from the Authority; and

In connection with the 2014 Installment Purchase Contract, the Authority entered into an Indenture, dated as of October 1, 2014, by and between Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, as successor trustee, and the Authority and, in connection therewith, the Authority issued its Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) in the aggregate principal amount of \$69,440,000 (the “2014 Bonds”) in October of 2014; and

The City now desires to refinance the Prior Projects by refunding the obligations of the City under the 2014 Installment Purchase Contract, and the Authority has determined to assist the City in the foregoing by prepaying all of the outstanding 2014 Bonds; and

To provide funds for the refinancing of the Prior Projects, the Authority desires to issue bonds tentatively designated as its Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”); and

The Authority and the City desire to authorize the 2024 Bonds or any portion thereof to be sold in a public offering; and

The Authority and the City desire that the 2024 Bonds may be sold and issued in such series or subseries as may be necessary or desirable to effectuate the foregoing; and

In order to provide for the authentication and delivery of the 2024 Bonds, to establish and declare the terms and conditions upon which the 2024 Bonds are to be issued and secured and to secure the repayment thereof, it is proposed that the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") enter into an Indenture (the "Indenture"); and

In order to implement the foregoing, the City and the Authority propose to enter into an Installment Purchase Contract (the "Installment Purchase Contract"); and

Under the 2024 Installment Purchase Contract, the City will be obligated to make installment payments to the Authority for the refinancing of the Prior Projects; and

Pursuant to section 5852.1 of the Government Code of the State of California, the City has received certain representations and good faith estimates from Hilltop Securities, LLC, an underwriter of the 2024 Bonds, including an estimate of costs associated with the issuance of the Bonds and the Authority has disclosed such good faith estimates as set forth in Exhibit 1, attached and incorporated by reference; now, therefore,

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

Section 1. The method of refinancing the Prior Projects through the issuance by the Authority of the 2024 Bonds in the aggregate principal amount of not to exceed \$32,000,000, is hereby approved. The 2024 Bonds may be sold and issued in such series or subseries as may be necessary or desirable to effectuate the purposes of this resolution.

Section 2. The form of the Indenture (attached as Exhibit 2, incorporated by reference), a copy of which is on file in the office of the City Clerk or his or her designee (the "City Clerk") and submitted to this meeting, is hereby approved. The Authority and the Trustee are hereby authorized and directed to enter into the Indenture as contemplated herein.

Section 3. The form of the Installment Purchase Contract (attached as Exhibit 3, incorporated by reference), a copy of which is on file in the office of the City Clerk and submitted to this meeting, is hereby approved. The Mayor, the City Manager, any Deputy City Manager, and the Chief Financial Officer and the designees of any of them (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed, for and in the name of and on behalf of the City, to execute the Installment Purchase Contract, and the City Clerk is authorized to attest thereto, with such additions and changes therein as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof; provided, that the installment payments to be contained

in the Installment Purchase Contract shall be determined or approved by the Chief Financial Officer or the designee thereof (the "Chief Financial Officer") upon the sale of the 2024 Bonds, but the principal portions thereof shall not exceed \$32,000,000 in aggregate principal amount and the final installment payments shall be due not later than September 1, 2029.

Section 4. The form of a Bond Purchase Contract (attached as Exhibit 4, incorporated by reference) relating to the sale of the 2024 Bonds (the "Bond Purchase Contract"), among Hilltop Securities Inc., on behalf of itself and as representative (the "Representative") of Oppenheimer & Co. Inc., the underwriters of the 2024 Bonds (the "Underwriters"), the Authority and the City, a copy of which is on file in the office of the City Clerk and submitted to this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bond Purchase Contract, and the City Clerk is authorized to attest thereto, with such additions and changes therein as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof; provided, that the debt service savings achieved from the refunding of the 2014 Bonds shall be at least \$150,000 per year.

Section 5. The form of a preliminary official statement (attached as Exhibit 5, incorporated by reference) relating to the 2024 Bonds (the "Preliminary Official Statement"), a copy of which is on file in the office of the City Clerk and submitted to this meeting, is hereby approved, with such additions and changes as may be approved, with the advice of counsel, by any Authorized Officer. The Authorized Officers, each acting alone, are hereby authorized on behalf of the City to certify to the Underwriters of the 2024 Bonds that the Preliminary Official Statement is deemed "final" for the purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") (except for the omission of certain final pricing, rating and related information as permitted by the Rule). The Authorized Officers, each acting alone, are hereby authorized and directed to execute and deliver to the City and the Underwriters or a final Official Statement (the "Official Statement") in substantially the form of the Preliminary Official Statement, with such additions and changes as the Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the City, such approval to be conclusively evidenced by the execution of said Official Statement. The printing, delivery and distribution of the Preliminary Official Statement and the Official Statement are hereby approved, and the Underwriters of the 2024 Bonds are hereby authorized to distribute copies of the Preliminary Official Statement and the Official Statement to persons who may be interested in the purchase of the 2024 Bonds and are directed to deliver copies of the Official Statements to all purchasers of the 2024 Bonds.

Section 6. The form of Continuing Disclosure Certificate, a copy of which is attached as an exhibit to the form of Preliminary Official Statement on file in the office of the City Clerk and submitted to this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver the Continuing Disclosure Certificate, and the City Clerk is authorized to attest thereto, with such additions and changes therein as the

Authorized Officer executing the same shall approve, with the advice of counsel, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The Authorized Officers, each acting alone, are hereby authorized and directed to take all actions and execute any and all documents necessary or advisable to arrange for the insuring of all or a portion of the 2024 Bonds or to obtain a debt service reserve fund insurance policy or surety bond, or to obtain any other form of credit enhancement or debt service reserve fund facility, if, upon the advice of the City's municipal advisor, such insurance, surety bond, other credit enhancement or other reserve fund facility will result in a lower true interest cost for the 2024 Bonds.

Section 8. All actions heretofore taken by any officers, employees or agents of the City with respect to the issuance, delivery or sale of the 2024 Bonds, or in connection with or related to any of the documents referenced herein or the refinancing of the Prior Projects, are hereby approved, confirmed and ratified; and the Authorized Officers are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents (including but not limited to a Tax Certificate and Agreement and escrow agreement), which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2024 Bonds and the disbursement of proceeds thereof in accordance with this Resolution.

Section 9. In connection with the 2024 Bonds, the City hereby appoints and retains Del Rio Advisors, LLC as Municipal Advisor and Hawkins Delafield & Wood LLP as Bond Counsel and Disclosure Counsel. Hilltop Securities Inc. is appointed as Representative of the Underwriters and Oppenheimer & Co. Inc. is appointed as co-manager for the 2024 Bonds.

Section 10. This Resolution shall take effect immediately upon its adoption.

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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

GOOD FAITH ESTIMATES

Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project)

The following information was obtained from Hilltop Securities, LLC, as an underwriter of the bonds defined above (the “Bonds”), for consideration prior to the authorization in the foregoing Resolution of the proposed Bonds:

1. *True Interest Cost of the Bonds.* Assuming an aggregate principal amount of the Bonds in the amount of \$28,615,000 is sold to effectuate the financing with annual debt service savings and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.365318%.

2. *Finance Charge of the Bonds.* Assuming such a principal amount of the proposed Bonds is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the Finance Charge of the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the issuance of the Bonds), is \$503,935.70 consisting of an estimated fixed costs of issuance of \$178,762.97, estimated underwriter’s discount of \$140,213.50, estimated bond insurance premium of \$99,114.23 and estimated surety bond premium of \$85,845.00.

3. *Amount of Proceeds to be received.* Assuming such aggregate principal amount of the proposed Bonds required to effectuate the financing is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the issuer for sale of the Bonds less the Finance Charge of the Bonds described in 2 above and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$29,599,973.00.

4. *Total Payment Amount.* Assuming such aggregate principal amount of the proposed Bonds \$28,615,000 are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the issuer will make to pay debt service on the Bonds plus the Finance Charge of the Bonds described in paragraph 2 above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$33,038,077.08 (does not include capitalized interest paid or funded from proceeds of the Bonds referenced above).

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Bond sales, the amount of Bonds sold, the amortization of the Bonds sold and market interest rates at the time of each sale. The date or dates of sale and the amount of Bonds sold will be determined by the issuer based on need for funds and other factors. The actual interest rates at which the Bonds will be sold will depend on the bond market at the time of sale. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of each sale. Market interest rates are affected by economic and other factors beyond the issuer’s control.

2024 INDENTURE

by and between the

STOCKTON PUBLIC FINANCING AUTHORITY

And

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Relating to the

\$ _____

STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024
(WASTEWATER REFUNDING PROJECT)

Dated as of _____ 1, 2024

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2024 INDENTURE

This 2024 Indenture (the “2024 Indenture”), dated as of August 1, 2024, by and between the Stockton Public Financing Authority, 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 U.S. Bank Trust Company, 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”);

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers entity duly organized and existing under and pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “Act”);

WHEREAS, the Act authorizes and empowers the Authority to issue revenue bonds to assist the City of Stockton (the “City”) in financing public capital improvements;

WHEREAS, the City is a local agency as defined and provided in the Act;

WHEREAS, the City and the Authority had previously entered into an Installment Purchase Contract, dated as of October 1, 2014 (the “2014 Installment Purchase Contract”), whereby the Authority agreed to sell certain improvements to the City’s wastewater system, consisting of the 1998 Wastewater Project and the 2003 Wastewater Project (each as defined herein, and collectively, the “Prior Projects”) to the City and the City agreed to purchase the Prior Projects from the Authority;

WHEREAS, in connection with the 2014 Installment Purchase Contract, the Authority entered into an Indenture, dated as of October 1, 2014, by and between Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association, and the Authority and, in connection therewith, the Authority in October of 2014 issued its Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) in the aggregate, principal amount of \$69,440,000 (the “2014 Bonds”);

WHEREAS, the Authority and the City have determined that providing funds to prepay all of the outstanding 2014 Bonds by the issuance of revenue bonds of the Authority will result in demonstrable savings in borrowing costs of the City and will result in significant public benefits to the City;

WHEREAS, the City will be obligated to make installment payments to the Authority for the refinancing of the Prior Projects;

WHEREAS, the City’s obligation to make the installment payments under the 2024 Contract are secured by a pledge of certain net revenues of the Wastewater System of the City;

WHEREAS, in order to achieve the foregoing, the Authority has authorized the issuance of its Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”) pursuant to the Act in an aggregate principal amount of \$_____;

WHEREAS, in order to provide for the authentication and delivery of the 2024 Bonds and to establish and declare the conditions and terms upon which the 2024 Bonds are to be issued and secured and to secure the payment of the interest on and principal of 2024 Bonds, the Authority has authorized the execution and delivery of the 2024 Indenture;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed necessary to make the 2024 Bonds, when executed by the Authority and authenticated and delivered by the Trustee, valid and binding obligations of the Authority payable in accordance with their terms, and to constitute the 2024 Indenture a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its conditions and terms, do exist, have happened and have been performed in the time, form and manner required by law, and the execution and delivery of the 2024 Indenture by the parties hereto has been in all respects duly authorized;

NOW, THEREFORE, THIS 2024 INDENTURE WITNESSETH, that in order to secure the payment of the interest on and principal of the 2024 Bonds at any time issued and outstanding hereunder according to their tenor, and to secure the performance and observance of all the agreements, conditions, covenants and terms therein and herein set forth, and to declare the conditions and terms upon and subject to which the 2024 Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2024 Bonds by the registered owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective holders from time to time of the 2024 Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Indenture and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

1998 Installment Sale Agreement

“1998 Installment Sale Agreement” means the 1998 Installment Sale Agreement, dated as of February 1, 1998, between the City and the Authority.

1998 Wastewater Project

“1998 Wastewater Project” means those certain improvements to the City’s Wastewater System which the Authority sold to the City and the City purchased from the Authority under certain documents entered into in 1998, including the 1998 Installment Sale Agreement.

2003 Installment Sale Agreement

“2003 Installment Sale Agreement” means the 2003 Installment Sale Agreement, dated as of June 1, 2003, between the City and the Authority.

2003 Wastewater Project

“2003 Wastewater Project” means those certain improvements to the City’s Wastewater System which the Authority sold to the City and the City purchased from the Authority under certain documents entered into in 2003, including the 2003 Installment Sale Agreement.

2014 Bonds

“2014 Bonds” means the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) issued in the aggregate, principal amount of \$69,440,000.

2014 Escrow Agreement

“2014 Escrow Agreement” means that certain Escrow Agreement, dated as of August 1, 2024, among the City, the Authority and the Escrow Agent, relating to the prepayment and defeasance of the 2014 Bonds.

2014 Escrow Fund

“2014 Escrow Fund” means the fund so designated and created under the 2014 Escrow Agreement.

2014 Installment Purchase Contract

“2014 Installment Purchase Contract” means the Installment Purchase Contract, dated as of October 1, 2014, between the City and the Authority.

2014 Indenture

“2014 Indenture” means that certain Indenture, dated as of October 1, 2014, between the 2014 Trustee and the Authority, relating to the 2014 Bonds.

2014 Trustee

“2014 Trustee” means Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee under the 2014 Indenture.

2024 Bonds

“2024 Bonds” means the Authority’s Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project), authorized, issued and delivered hereunder in accordance with Article II that are at any time Outstanding pursuant hereto.

2024 Contract

“2024 Contract” means that certain 2024 Installment Purchase Contract, dated as of August 1, 2024, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance therewith.

2024 Indenture

“2024 Indenture” means this 2024 Indenture dated as of August 1, 2024, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Indentures executed pursuant to the provisions hereof.

2024 Installment Payment Fund

“2024 Installment Payment Fund” means the Stockton Public Financing Authority 2024 Installment Payment Fund established pursuant to Section 3.02.

2024 Installment Payments

“2024 Installment Payments” shall have the meaning given in the 2024 Contract.

2024 Reserve Account

“2024 Reserve Account” means the account within the 2024 Installment Payment Fund by that name established pursuant to Section 3.03.

2024 Reserve Requirement

“2024 Reserve Requirement” means, as of any date of determination, the least of (a) ten percent (10%) of the amount of the 2024 Bonds (as defined in Section 1.148-2(f)(1) of the Treasury Regulations), or (b) the maximum annual 2024 Installment Payments payable under the 2024 Contract in the then current or any future one-year period ending on [September 1], or (c) one hundred twenty-five per cent (125%) of the average annual 2024 Installment Payments payable under the 2024 Contract in the then current and all future one-year periods ending on [September 1], all as computed by the City under the Code and specified in writing to the Trustee; provided, that such requirement (or any portion thereof) may be provided by one or more financial instruments (including, but not limited to, one or more policies of financial guaranty insurance, one or more surety bonds or one or more letters of credit) issued by a municipal bond insurer, bank or other financial institution or organization with ratings at the time of issuance of such financial instrument at least equal to the rating on the 2024 Bonds (if any) assigned by Moody’s and by S&P.

Act

“Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended) and all laws amendatory thereof or supplemental thereto.

Authority

“Authority” means the Stockton Public Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the Act.

Bond Insurance Policy

“Bond Insurance Policy” means the Municipal Bond Insurance Policy issued by the Insurer that guarantees the scheduled payment of principal of and interest on the 2024 Bonds when due.

Business Day

“Business Day” means any day (other than a Saturday, a Sunday or a legal holiday) on which banks in New York, New York, are open for business and on which the Trustee is open for business at its Principal Corporate Trust Office.

Certificate of the Authority

“Certificate of the Authority” means an instrument in writing signed by the Treasurer, or by any other officer of the Authority duly authorized by the Authority for that purpose.

City

“City” means the City of Stockton, a municipal corporation and chartered city duly organized and existing under and by virtue of the Constitution and laws of the State and its charter.

Code

“Code” means the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder, and in this regard reference to any particular section of the Code shall include reference to all successor sections of the Code.

Costs of Issuance

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Authority or the City related to the authorization, execution and delivery of the 2024 Contract, the 2024 Indenture and the sale of the 2024 Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial charges and fees of the Trustee, legal charges and fees, fees and disbursements of consultants and professionals, fees and expenses of the underwriter of the 2024 Bonds, and charges and fees for preparation, execution and safekeeping of the 2024 Bonds, and any other charge, cost or fee in connection with the original execution and delivery of the 2024 Bonds.

Costs of Issuance Fund

“Costs of Issuance Fund” means the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 Costs of Issuance Fund established pursuant to Section 2.12(b).

Escrow Agent

“Escrow Agent” means a bank or trust company doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by a federal or state banking authority, and having the corporate power and authority to accept the trusts created by a deposit made pursuant to Section 8.01(c). 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 definition 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. Computershare Trust Company, N.A., in its capacity as escrow agent, shall serve as Escrow Agent under the 2014 Escrow Agreement.

Escheat Period

“Escheat Period” means, with respect to any money held by the Trustee in trust for the payment of the interest on or principal of 2024 Bonds, a period beginning on the date such payment was due and ending on the date sixty (60) days prior to the date on which such money would escheat to the State by operation of applicable law.

Event of Default

“Event of Default” means an event defined as such in Section 7.01.

Fiscal Year

“Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law.

Holder

“Holder” means any person who shall be the registered owner of any Outstanding 2024 Bonds.

Independent Certified Public Accountant

“Independent Certified Public Accountant” means any firm of certified public accountants duly licensed and entitled to practice and practicing as such under the laws of the State, appointed and paid by the Authority, and each of whom --

- (1) is in fact independent and not under the domination of the Authority;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the Authority; and
- (3) is not connected with the Authority as a member, officer or employee of the Authority, but which firm may be regularly retained by the Authority to audit the accounting records of the Authority and make reports thereon to the Authority.

Information Services

“Information Services” means securities information services selected by the Trustee to comply with custom or the rules of any securities and exchange commission or brokerage board.

Insurer

“Insurer” means [_____], or any successor thereto.

Interest Account

“Interest Account” means the account within the 2024 Installment Payment Fund by that name established pursuant to Section 3.03.

Interest Payment Date

“Interest Payment Date” means a date on which interest is due on the 2024 Bonds, being March 1 and September 1 of each year to which reference is made, commencing on March 1, 2025.

Late Payment Rate

“Late Payment Rate” has the meaning given to such term in the 2024 Contract.

Moody’s

“Moody’s” means Moody’s Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the services of a municipal securities rating agency, then “Moody’s” shall be deemed to refer to any other nationally recognized municipal securities rating agency selected by the Authority.

Opinion of Counsel

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, retained by the Authority.

Outstanding

“Outstanding” means, when used with reference to 2024 Bonds and subject to the provisions of Section 6.02, all 2024 Bonds except -

- (1) 2024 Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (2) 2024 Bonds paid or deemed to have been paid within the meaning of Section 8.01; and
- (3) 2024 Bonds in lieu of or in substitution for which other 2024 Bonds shall have been executed, issued and delivered by the Authority pursuant hereto.

Permitted Investments

“Permitted Investments” means any of the following obligations to the extent then authorized by law for the investment of money of the Authority:

(1) Direct obligations (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;

(2) Direct obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:

- Export-Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA’s)
- Federal Housing Administration
- Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated “Aaa” by Moody’s and “AAA” by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies;

(4) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than three hundred sixty (360) days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and “P-1” by Moody’s and which matures not more than two hundred seventy (270) days after the date of purchase;

(6) Investments in a money market fund rated “AAAm” or “AAAm-G” by S&P, including any such fund managed, advised or sponsored by the Trustee or any of its affiliates;

(7) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in such irrevocable instructions, as appropriate;

(8) General obligations of states with a rating of at least “A2/A” or higher by both Moody’s and S&P;

(9) Investment agreements (supported by appropriate opinions of counsel) with notice to S&P;

(10) Shares in the California Asset Management Program (established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State) that invests exclusively in investments permitted by Section 53635 of the Government Code of the State, as now existing and as it may be amended from time to time;

(11) The Local Agency Investment Fund (established under Sections 53600-53609 of the California Government Code, as amended or supplemented from time to time); and

(12) Other forms of investment agreements (including repurchase agreements) with notice to S&P.

Unless otherwise provided in this 2024 Indenture, the value of the above investments shall be determined at fair market value.

Principal Corporate Trust Office

“Principal Corporate Trust Office” means the corporate trust office of the Trustee in San Francisco, California, or such other office designated by the Trustee from time to time.

Principal Subaccount

“Principal Subaccount” means the subaccount within the Redemption Account by that name established pursuant to Section 3.03.

Prior Projects

“Prior Projects” shall have the meaning as set forth in the recitals hereto.

Record Date

“Record Date” means, with respect to any Interest Payment Date, the day of the month that is the fifteenth (15th) day of the month prior to such Interest Payment Date.

Redemption Account

“Redemption Account” means the account within the 2024 Installment Payment Fund by that name established pursuant to Section 3.03.

Representation Letter

“Representation Letter” means the blanket letter of representation from the Authority to The Depository Trust Company, New York, New York, relating to its book-entry securities.

Reserve Fund Policy

“Reserve Fund Policy” means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer with respect to the 2024 Bonds.

Revenues

“Revenues” means all 2024 Installment Payments paid by the City and received by the Authority, its successors and assigns under the 2024 Contract, together with all income from any investment pursuant to Section 10.06 of any money in any account or fund established pursuant hereto.

Securities Depositories

“Securities Depositories” means The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; Midwest Securities Trust Company, Capital Structures-Call Notification 440 South LaSalle Street, Chicago, Illinois 60605, Fax-(312) 663-2343; or in accordance with the current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority may designate in a Certificate of the Authority delivered to the Trustee.

S&P

“S&P” means S&P Global Ratings, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the services of a municipal securities rating agency, then “S&P” shall be deemed to refer to any other nationally recognized municipal securities rating agency selected by the Authority.

State

“State” means the State of California.

Supplemental Indenture

“Supplemental Indenture” means any indenture, duly executed and delivered by the Authority and the Trustee and in full force and effect, which is amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

Tax Certificate

“Tax Certificate” means the Tax Certificate delivered by the Authority at the time of the issuance and delivery of the 2024 Bonds, as the same may be amended or supplemented in accordance with its terms.

Treasurer

“Treasurer” means the Treasurer of the Authority.

Trustee

“Trustee” means U.S. Bank Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its Principal Corporate Trust Office, or any successor Trustee which may at any time be substituted in place of the original or any successor Trustee hereunder as provided in Section 5.01.

Wastewater System

“Wastewater System” means the whole and each and every part of the wastewater system of the City, including the portion thereof existing on the date hereof and including all additions, betterments, extensions and improvements to such system or any part thereof and hereafter acquired or constructed.

Written Request of the Authority

“Written Request of the Authority” means an instrument in writing signed by the Chairperson, Vice-Chairperson, Executive Director or Treasurer of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

Section 1.02. Equal Security. In consideration of the acceptance of the 2024 Bonds by the Holders thereof, the 2024 Indenture shall be deemed to be and shall constitute a contract by and among the Authority, the Trustee and the Holders from time to time of all 2024 Bonds authorized, executed, authenticated and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of all 2024 Bonds which may from time to time be authorized, executed, authenticated and delivered hereunder, subject to the agreements, conditions, covenants and terms contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of all Holders of the 2024 Bonds without distinction, preference or priority as to security or otherwise of any 2024 Bonds over any other 2024 Bonds by reason of the number or date thereof or the time of authorization, sale, execution, authentication or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF 2024 BONDS

Section 2.01. Authorization and Purpose of 2024 Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the 2024 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the 2024 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to issue the 2024 Bonds to prepay the 2014 Bonds in the form and manner provided herein for the purpose of providing funds to refinance the Prior Projects, as provided under the 2024 Contract, and that the 2024 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

Section 2.02. Terms of 2024 Bonds. The 2024 Bonds shall be designated the “Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project)” and shall be issued in the aggregate principal amount of \$ _____.

The 2024 Bonds shall be dated the date of their original delivery, shall be issued in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of 2024 Bonds maturing at any one time), and shall mature on the dates and in the principal amounts and shall bear interest at the annual interest rates as set forth in the following schedule:

Maturity Date ([September 1])	Principal Amount	Interest Rate
2025		
2026		
2027		
2028		
2029		

The 2024 Bonds shall bear interest payable in lawful money of the United States of America at the annual interest rates (based on a 360-day year of twelve, 30-day calendar months) set forth above, payable semiannually on March 1 and September 1 in each year, commencing on March 1, 2025. Each 2024 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is an Interest Payment Date or is during the period from the day after the Record Date preceding an Interest Payment Date to such Interest Payment Date, both dates inclusive, in which event it shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event it shall bear interest from its date; provided, that if at the time of authentication of any 2024 Bonds interest is then in default on the Outstanding 2024 Bonds, such 2024 Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding 2024 Bonds. Payment of interest on the 2024 Bonds due on any Interest Payment Date on or before the maturity thereof shall be made only to the person whose name appears in the bond registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the Record Date for such Interest Payment Date, whether or not such Record Date is a Business Day, and shall be paid by check mailed on such Interest Payment Date by first class mail to such registered owner at the address as it appears in such books; provided, that upon the written request of any Holder of one million dollars (\$1,000,000) or more in aggregate principal amount of 2024 Bonds received by the Trustee prior to the applicable Record Date (which request shall remain in effect until rescinded in writing by such Holder), interest shall be paid on each Interest Payment Date by wire transfer of immediately available funds to an account maintained in any bank or trust company in the United States of America that is a member of the Federal Reserve System designated in writing by such Holder.

The principal of the 2024 Bonds shall be payable in lawful money of the United States of America upon the surrender thereof at maturity at the Principal Corporate Trust Office of the Trustee.

Section 2.03. 2024 Bonds Not Subject to Redemption. The 2024 Bonds are not subject to redemption prior to their respective stated maturity dates.

Section 2.04. Form of 2024 Bonds. The 2024 Bonds (and the certificate of authentication and assignment to appear thereon) shall be substantially in the form set forth in Exhibit A hereto attached and by this reference incorporated herein.

Section 2.05. Execution of 2024 Bonds. The Chairperson or Executive Director of the Authority is hereby authorized and directed to execute each of the 2024 Bonds on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to countersign each of the 2024 Bonds on behalf of the Authority, which signatures of such Chair or Executive Director and Secretary may be manually subscribed or may be copied, printed, lithographed or engraved by facsimile reproduction; provided, that in case any officer whose signature appears on the 2024 Bonds shall cease to be such officer before the delivery of the 2024 Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the 2024 Bonds.

Only those 2024 Bonds bearing thereon a certificate of authentication in the form hereinbefore referred to, executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of authentication of the Trustee shall be conclusive evidence that the 2024 Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of 2024 Bonds. Any 2024 Bonds may, in accordance with its terms, be transferred in the books required to be kept by the Trustee pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2024 Bonds for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any 2024 Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new 2024 Bond or 2024 Bonds and aggregate principal amount of the same maturity date and of the same or other authorized denominations. All costs of printing 2024 Bonds and any services rendered or expenses incurred by the Trustee in connection with any such exchange shall be paid by the Authority; provided, that the Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may deem and treat the registered owner of any 2024 Bonds as the absolute owner of such 2024 Bonds for the purpose of receiving payment thereof and for all other purposes, whether such 2024 Bonds shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of such 2024 Bonds shall be made only to such registered owner thereof, which payments shall be valid and effectual to satisfy and discharge liability on such 2024 Bonds to the extent of the sum or sums so paid.

Section 2.07. Exchange of 2024 Bonds. Any 2024 Bond may be exchanged at the Principal Corporate Trust Office of the Trustee for a new 2024 Bond and aggregate principal amount of the same maturity date and of the same or other authorized denominations. All costs of printing 2024 Bonds and any services rendered or expenses incurred by the Trustee in connection with any such exchange shall be paid by the Authority; provided, that the Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

Section 2.08. 2024 Bonds Registration Books. The Trustee will keep at its Principal Corporate Trust Office sufficient books for the registration and transfer of the 2024 Bonds which shall during normal business hours be open to inspection by the Authority, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the 2024 Bonds in such books as hereinabove provided.

Section 2.09. Mutilated, Destroyed, Stolen or Lost 2024 Bonds. If any 2024 Bonds shall become mutilated the Trustee at the expense of the Holder shall thereupon authenticate and deliver a new 2024 Bonds of like tenor and principal amount of authorized denominations in exchange and substitution for the 2024 Bonds so mutilated, but only upon surrender to the Trustee at its Principal Corporate Trust Office of the 2024 Bonds so mutilated, and every mutilated 2024 Bonds so surrendered to the Trustee shall be cancelled by the Trustee.

If any 2024 Bonds shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee at its Principal Corporate Trust Office and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Holder, shall thereupon authenticate and deliver a new 2024 Bonds of like tenor and principal amount of authorized denominations in lieu of and in substitution for the 2024 Bonds so lost, destroyed or stolen.

The Trustee may require payment of the expenses which shall be incurred by the Authority and the Trustee in connection with the issuance of each new 2024 Bonds under this section. Any 2024 Bond issued under the provisions of this section in lieu of any 2024 Bonds alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other 2024 Bonds secured hereby, and neither the Authority nor the Trustee shall be required to treat both the original 2024 Bonds and any replacement 2024 Bonds as being Outstanding for the purpose of determining the principal amount of 2024 Bonds which may be issued hereunder or for the purpose of determining any percentage of 2024 Bonds Outstanding hereunder, but both the original and replacement 2024 Bonds shall be treated as one and the same.

Section 2.10. [Reserved].

Section 2.11. Use of Book-Entry System for 2024 Bonds. The 2024 Bonds shall be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), or such other nominee as DTC shall request pursuant to the Representation Letter, and the ownership of such 2024 Bonds shall be registered in the registration records maintained by the Trustee pursuant to Section 2.08 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter, and payment of the interest on the 2024 Bonds registered in the name of Cede & Co. shall

be made on each Interest Payment Date to the account, in the manner and at the address indicated in or pursuant to the Representation Letter, and the 2024 Bonds shall be issued in the form of a single 2024 Bond for each stated maturity of the 2024 Bonds, representing the aggregate principal amount of the 2024 Bonds of such maturity. The Authority and the Trustee may treat DTC (or its nominee) as the sole and exclusive owner of the 2024 Bonds registered in its name for the purposes of payment of the interest on or principal of such 2024 Bonds, for giving any notice permitted or required to be given to Holders hereunder, for registering the transfer of 2024 Bonds, for obtaining any consent or other action to be taken by Holders of the 2024 Bonds and for all other purposes whatsoever; and neither the Authority nor the Trustee shall be affected by any notice to the contrary, and neither the Authority nor the Trustee shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this section, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the 2024 Bonds under or through DTC or any Participant, or any other person whom is not shown on the registration records as being a Holder of 2024 Bonds, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the interest on or principal of the 2024 Bonds, (iii) any notice which is permitted or required to be given to Holders of 2024 Bonds hereunder, or (iv) any consent given or other action taken by DTC as a Holder of 2024 Bonds. The Trustee shall pay the interest on and principal of the 2024 Bonds at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to the interest on or principal of the 2024 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the 2024 Bonds will be transferable to such new nominee in accordance with the last paragraph of this section.

In the event that the Authority determines that it is in the best interests of the beneficial owners of the 2024 Bonds that they be able to obtain definitive 2024 Bonds, the Trustee shall, upon receipt of a Written Request of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of definitive 2024 Bonds, and in such event, the 2024 Bonds will be transferable in accordance with the last paragraph of this section. DTC may determine to discontinue providing its services with respect to the 2024 Bonds at any time by giving written notice of such discontinuance to the Authority or the Trustee and discharging its responsibilities with respect thereto under applicable law, and in such event the 2024 Bonds will be transferable in accordance with the last paragraph of this section. Whenever DTC requests the Authority and the Trustee to do so, the Authority and the Trustee will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the 2024 Bonds then Outstanding, and in such event, the 2024 Bonds will be transferable to such securities depository in accordance with the last paragraph of this section, and thereafter all references herein to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

So long as all 2024 Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the interest on and principal of the 2024 Bonds and all notices with respect to the 2024 Bonds shall be made and given to DTC as provided in the Representation Letter.

The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee of DTC or any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions hereunder.

In the event that any transfer or exchange of 2024 Bond is authorized under the first or second paragraphs of this section, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered owner thereof of the 2024 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.06 and 2.07. In the event that definitive 2024 Bonds are issued to Holders other than Cede & Co., its successor as nominee of DTC as Holder of all the 2024 Bonds, another securities depository as Holder of all the 2024 Bonds, or the nominee of such successor securities depository, the provisions of Sections 2.06 and 2.07 shall also apply to, among other things, the registration, exchange and transfer of the 2024 Bonds and the method of payment of the interest on and principal of the 2024 Bonds.

Section 2.12. Procedure for the Issuance of 2024 Bonds. At any time after the sale of the 2024 Bonds in accordance with the Act, the Authority shall execute the 2024 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the 2024 Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon receipt of a Written Request of the Authority and upon receipt of payment therefor from such purchaser. Upon receipt of payment of the purchase price of the 2024 Bonds by the purchaser thereof (net of the premiums for the Bond Insurance Policy and the Reserve Fund Policy transferred directly by the purchaser to the Bond Insurer), the Trustee shall set aside and deposit in or transfer such net purchase price of the 2024 Bonds received from such sale to the following respective accounts or funds:

(a) The Trustee shall transfer the amount of \$_____ for deposit into the 2014 Escrow Fund to the Escrow Agent to provide for the prepayment and defeasance of all outstanding 2014 Bonds.

(b) The Trustee shall deposit in the “Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 Costs of Issuance Fund” (which fund is hereby created and which fund the Trustee hereby agrees to maintain until _____, 2024), the sum of \$_____. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the 2024 Bonds upon receipt of a Written Request of the Authority filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On _____, 2024, any remaining balance in the Costs of Issuance Fund shall be transferred to the 2024 Installment Payment Fund.

(c) The Trustee shall deposit the Reserve Fund Policy to the credit of the 2024 Reserve Account.

Section 2.13. Validity of 2024 Bonds. The validity of the issuance of the 2024 Bonds shall not be dependent on or affected in any way by the proceedings taken by the Authority with respect to or in connection with the 2024 Contract. The recital contained in the 2024 Bonds

that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all 2024 Bonds shall be incontestable from and after their issuance. The 2024 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive 2024 Bonds (or any temporary 2024 Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE III

REVENUES

Section 3.01. Pledge of Revenues. All Revenues received by the Authority are hereby assigned by the Authority to the Trustee for the benefit of the Holders of the 2024 Bonds, and are hereby irrevocably pledged to the payment of the interest on and principal of the 2024 Bonds as provided herein, and the Revenues shall not be used for any other purpose while any of the 2024 Bonds remain Outstanding; provided, that out of the Revenues there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a first and exclusive pledge of and charge and lien upon the Revenues and all money on deposit in the accounts and funds established hereunder for the payment of the interest on and principal of the 2024 Bonds in accordance with the terms hereof and thereof. The Authority (to the extent of its rights, if any, in the 2024 Installment Payment Fund and all money on deposit in the accounts and funds established hereunder, although it is the intent of the parties hereto that the Authority not have any right, title or interest in or to the 2024 Installment Payment Fund or such money) hereby pledges and grants a lien on and a security interest in the 2024 Installment Payment Fund and such money to the Trustee for the benefit of the Holders. The Authority and the Trustee agree to take such action (including, if required under applicable law, the filing of financing statements and continuation statements) as may be necessary from time to time to perfect or otherwise preserve the priority of the pledge set forth above.

In order to secure the pledge of the Revenues hereunder, the Authority hereby transfers, conveys and assigns to the Trustee, for the benefit of the Holders, all of the Authority's rights under the 2024 Contract (excepting its right to indemnification thereunder), including the right to receive 2024 Installment Payments from the City, and the right to exercise any remedies provided therein in the event of a default by the City thereunder. The Trustee hereby accepts said assignment for the benefit of the Holders subject to the provisions of this 2024 Indenture.

Section 3.02. Receipt and Deposit of Revenues in the 2024 Installment Payment Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority agrees and covenants that all Revenues when and as received by the Authority will be forthwith transferred by the Authority to the Trustee for deposit in the "Stockton Public Financing Authority 2024 Installment Payment Fund," which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain with the Trustee so long as any 2024 Bonds are Outstanding hereunder. All money in the 2024 Installment Payment Fund shall be accounted for through and held in trust in the 2024 Installment Payment Fund by the Trustee, and the Authority shall have no beneficial right or interest in any money in the 2024 Installment Payment Fund except only as herein provided. All Revenues, whether received by the Authority or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and

disbursed solely to the purposes and uses hereinafter in this article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority.

Section 3.03. Establishment and Maintenance of Accounts for Use of Money in the 2024 Installment Payment Fund. All money in the 2024 Installment Payment Fund shall be set aside by the Trustee in the following respective special accounts within the 2024 Installment Payment Fund (each of which is hereby created and each of which the Trustee hereby covenants and agrees to cause to be maintained) in the following order of priority:

Interest Account,

Redemption Account, and

2024 Reserve Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section.

(a) Interest Account. On March 1 and September 1 of each year, beginning on March 1, 2025, the Trustee shall set aside from the 2024 Installment Payment Fund and deposit in the Interest Account an amount of money which is equal to the amount of interest becoming due and payable on all Outstanding 2024 Bonds on such March 1 or September 1, as the case may be; provided, that no such deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding 2024 Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the 2024 Bonds as it shall become due and payable.

(b) Redemption Account. On [September 1 of each year, beginning on September 1, 2025], the Trustee shall set aside from the 2024 Installment Payment Fund and deposit in the Principal Subaccount of the Redemption Account an amount of money equal to the principal amount of all Outstanding 2024 Bonds maturing on such [September 1], provided, that no such deposit need be made in the Principal Subaccount on [September 1] of any year if the amount contained in the Principal Subaccount therein is at least equal to the aggregate amount of the principal of all Outstanding 2024 Bonds maturing by their terms on such [September 1]. All money in the Principal Subaccount in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Serial 2024 Bonds as they shall become due and payable at maturity.

(c) 2024 Reserve Account.

(i) On [September 1] of each year, beginning on [September 1], 2025, the Trustee shall set aside from the 2024 Installment Payment Fund and deposit in the 2024 Reserve Account the amount of money necessary to restore the 2024 Reserve Account to the 2024 Reserve Requirement (taking into account the then available amount of the Reserve Fund Policy), and for this purpose all investments in each such account on [September 1] of each year (beginning on [September 1], 2025) shall be valued at the face value thereof if such investments mature within twelve (12) months from the date of such

valuation, or if such investments mature more than twelve (12) months after the date of such valuation, at the price at which such investments are redeemable by the holder, at his option, if so redeemable, or if not so redeemable, at the then current market value of such investments.

(ii) All money in the 2024 Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on or principal of the 2024 Bonds if no other money is available in the 2024 Installment Payment Fund for such purpose; provided, that if at any time the Trustee determines that an amount in excess of the 2024 Reserve Requirement is on deposit in the 2024 Reserve Account (due to the foregoing valuation or otherwise), the Trustee shall withdraw any such excess and transfer it to the 2024 Installment Payment Fund or as otherwise directed in a Written Request of the Authority for any lawful purpose.

ARTICLE IV

COVENANTS OF THE AUTHORITY

Section 4.01. Punctual Payment and Performance. The Authority will punctually pay the interest on and principal of to become due on every 2024 Bond issued hereunder from the Revenues in strict conformity with the terms hereof and of the 2024 Bonds, and will faithfully observe and perform all the agreements, conditions, covenants and terms to be observed or performed by it contained herein and in the 2024 Bonds.

Section 4.02. Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Revenues except as provided herein, and will not issue any bonds, notes or obligations payable from the Revenues or secured by a pledge of or charge or lien upon the Revenues except the 2024 Bonds.

Section 4.03. Tax Covenants. The Authority will not use or permit the use of any proceeds of 2024 Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations and will not take or permit to be taken any other action or actions which would cause any 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, “private activity bonds” within the meaning of Section 141(a) of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code and any applicable requirements thereunder and under Section 103(c) of the Code. The Authority will observe and will not violate the requirements of Section 148 of the Code and any applicable regulations thereunder, and the Authority will comply with all requirements of Sections 148 and 149(b) of the Code and any applicable regulations thereunder to the extent applicable to the 2024 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 shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

The Authority will comply with the provisions and procedures of the Tax Certificate, and the Trustee shall only be obligated to follow the directions of the Authority agreed to be followed by it hereunder.

The Authority will not use or permit the use of any proceeds of the 2024 Bonds or any funds of the Authority, directly or indirectly, in any manner, and will not take or omit to take any action that would cause any of the 2024 Bonds to be treated as an obligation not described in Section 103(a) of the Code and any applicable regulations thereunder or which would affect the exemption of interest on the 2024 Bonds from State personal income taxes.

Notwithstanding any provisions of this section, if the Authority provides the Trustee with an Opinion of 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 federal income tax of interest with respect to the 2024 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this section, and, notwithstanding Article VI, the tax covenants hereunder shall be deemed to be modified to that extent.

Section 4.04. Accounting Records and Reports. The Authority will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the Revenues, and such books shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions. Not more than two hundred seventy (270) days after the close of each Fiscal Year, the Authority will furnish or cause to be furnished to the Trustee audited financial statements for such Fiscal Year prepared by an Independent Certified Public Accountant. The Authority will also keep or cause to be kept such other information as required under the Tax Certificate, and the Trustee shall have no duty to review or examine such statements.

Section 4.05. Prosecution and Defense of Suits. The Authority will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent arising out of the receipt, application or disbursement of any of the Revenues or to the extent involving the failure of the Authority to fulfill its obligations hereunder; provided, that the Trustee or any affected Holder at its election may appear in and defend any such suit, action or proceeding. The Authority will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of any such failure by the Authority, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the active or passive negligence, willful misconduct or breach of duty by the Trustee.

Section 4.06. Amendments to 2024 Contract. The Authority will not supplement, amend, modify or terminate any of the terms of the 2024 Contract, or consent to any such supplement, amendment, modification or termination, without the prior written consent of the Trustee, which consent shall be given only if (a) such supplement, amendment, modification or termination will not materially adversely affect the interests of the Holders or result in any material impairment of the security hereby given for the payment of the 2024 Bonds, or (b) the Trustee first obtains the written consent of the Holders of a majority in aggregate principal amount of the 2024 Bonds then Outstanding to such supplement, amendment, modification or termination; provided, that no such supplement, amendment, modification or termination shall reduce the amount of 2024 Installment Payments to be made to the Authority by the City pursuant to the 2024 Contract, or extend the time for making such 2024 Installment Payments, or permit the creation of

any lien prior to the lien created by the 2024 Contract on the Net System Revenues without the written consent of the Holders of all the 2024 Bonds then Outstanding.

Section 4.07. Continuing Disclosure. Pursuant to the 2024 Contract and the Continuing Disclosure Certificate (as defined in the 2024 Contract) the City has undertaken all responsibility for compliance with continuing disclosure requirements related to the 2024 Bonds. Notwithstanding any other provisions hereof, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default hereunder; provided, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least twenty-five per cent (25%) in aggregate principal amount of Outstanding 2024 Bonds, shall) or any Holder 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 City to comply with its obligations under this section.

Section 4.08. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Holder, the Authority will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Holders all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

ARTICLE V

THE TRUSTEE

Section 5.01. The Trustee. U.S. Bank Trust Company, National Association at its Principal Corporate Trust Office, is hereby appointed Trustee for the purpose of receiving all money which the Authority is required to transfer to it hereunder and for applying and using such money as provided herein for the purpose of paying the interest on and principal of the 2024 Bonds

The Authority may remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a bank or trust company doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least one hundred million dollars (\$100,000,000) and subject to supervision or examination by a federal or state banking 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 section 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. The Trustee may at any time resign by giving written notice of such resignation to the Authority and to the Holders, and upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing having the qualifications required hereby. Any resignation or removal of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed by the

Authority and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, 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 Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay interest on the 2024 Bonds due on or before the maturity to the Holders as their names appear at the close of business as of the Record Date next preceding each Interest Payment Date on the registration books required to be kept by it pursuant to Section 2.08 as the registered owners thereof, such interest to be paid by check mailed by first class mail to the Holders at their addresses appearing on such books (except that upon the written request of any Holder of one million dollars (\$1,000,000) or more in aggregate principal amount of 2024 Bonds received by the Trustee prior to the applicable Record Date (which such request shall remain in effect until rescinded in writing by such Holder), interest shall be paid on each Interest Payment Date by wire transfer of immediately available funds to an account maintained in any bank or trust company in the United States of America that is a member of the Federal Reserve System designated in writing by such Holder) and to pay to the Holders the principal of the 2024 Bonds upon presentation and surrender of the 2024 Bonds to the Trustee at maturity. The Trustee shall cancel and destroy all 2024 Bonds paid by it at maturity and all 2024 Bonds surrendered to it by the Authority, and shall deliver to the Authority a certificate of such destruction, and the Trustee shall keep accurate records of all 2024 Bonds cancelled and destroyed by it hereunder. All money held by or on behalf of the Trustee for the payment of the interest on or principal of the 2024 Bonds at maturity shall be held in trust for the account of the Holders thereof, and the Trustee shall not be required to pay Holders or the Authority any interest on, or be liable to the Authority, the Holders or any other person for any interest earned on, any money so held.

Any company into which the Trustee shall be merged or converted or with which it may be consolidated or any company resulting from any merger, conversation 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, so long as such company shall meet the requirements set forth in this section, shall be the successor to the Trustee and shall be vested with all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding

Section 5.02. Liability of Trustee. The recitals of facts, agreements and covenants contained herein and in the 2024 Bonds shall be taken as statements, agreements and covenants of the Authority, and the Trustee shall not assume any responsibility for the correctness of the same and does not make any representation as to the sufficiency or validity hereof or of the 2024 Bonds or of the 2024 Contract, and shall not incur any responsibility in respect thereof other than in connection with the rights and obligations expressly assigned to or imposed upon it herein or in the 2024 Bonds, and shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and no provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any liability for the performance of its duties hereunder, or

in the exercise of any of its rights or powers hereunder, if repayment of such funds, or adequate indemnity satisfactory to it against such risks or liability, is not assured to it.

The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and the Trustee shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder; provided, that the Trustee shall not be answerable for the negligence or misconduct of any attorney or certified public accountant selected by it with due care.

The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default that 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 (that has not been cured or waived), 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 man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be bound to recognize any person as the Holder of a 2024 Bonds unless and until such 2024 Bond is submitted for inspection, if required, and such Holder's title thereto satisfactorily established, if disputed.

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 Holders of not less than a majority in aggregate principal amount of the 2024 Bonds at the time Outstanding relating to the time, method and place of conducting any proceedings for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it hereby at the request, order or direction of any of the Holders pursuant to the provisions hereof unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Holders for the payment of the interest on and principal of the 2024 Bonds from its own funds, but rather the Trustee's obligations shall be limited to the performance of its duties and obligations hereunder.

The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until an officer at the Trustee's Principal Corporate Trust Office responsible for the administration of the Trustee's duties and obligations hereunder shall have actual knowledge thereof or the Trustee shall have received written notice thereof at its Principal Corporate Trust Office. The Trustee shall not be bound to ascertain or to inquire as to the performance or observance of any of the agreements, conditions, covenants or terms herein or of any of the documents executed in connection with the 2024 Bonds, or as to the existence of an Event of Default hereunder.

The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney-at-law or certified public accountant in connection

with the rendering of professional advice in accordance with the terms hereof, if such attorney-at-law or certified public accountant was selected by the Trustee with due care.

No provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall have no responsibility, opinion or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the 2024 Bonds.

All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof.

Section 5.03. Compensation and Indemnification of Trustee. The Authority agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the duties and obligations of the Trustee hereunder, and the Authority will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee and its affiliates, directors, employees or agents in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Authority, to the extent permitted by law, agrees to indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee arising out of or in connection with (i) the exercise or performance of any of its duties or obligations hereunder, or (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of any of the 2024 Bonds, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its duties and obligations hereunder. The rights of the Trustee and the obligations of the Authority under this section shall survive the discharge of the 2024 Bonds and hereof and the resignation or removal of the Trustee.

Section 5.04. Notice to the Trustee. The Trustee shall be protected in acting upon any 2024 Bonds, certificate, consent, notice, opinion, report, request, resolution or other document or paper 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, including, without limitation, counsel to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered hereunder in good faith and in accordance therewith.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be established or proved 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 bad faith on the part of the Trustee, be deemed to

be conclusively established or proved by a Certificate of the Authority, which shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, and on which the Trustee may conclusively rely, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

ARTICLE VI

AMENDMENT OF THE 2024 INDENTURE

Section 6.01. Amendment of the 2024 Indenture.

(a) The 2024 Indenture and the rights and obligations of the Authority and of the Holders may be amended at any time by a Supplemental Indenture which shall become binding when the written consents of the Holders of a majority in aggregate principal amount of the 2024 Bonds then Outstanding, exclusive of 2024 Bonds disqualified as provided in Section 6.02, are filed with the Trustee; provided, that before executing any such Supplemental Indenture the Trustee shall first be provided at the Authority's expense with an Opinion of Counsel that such Supplemental Indenture is permitted by the 2024 Indenture, on which opinion the Trustee may conclusively rely. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal any 2024 Bonds without the express written consent of the Holder of such 2024 Bonds, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the 2024 Bonds, or (3) reduce the percentage of 2024 Bonds required for the written consent to any such amendment, or (4) modify any duties or obligations of the Authority or the Trustee without their prior written assent thereto, respectively.

(b) The 2024 Indenture and the rights and obligations of the Authority and of the Holders may also be amended at any time by a Supplemental Indenture which shall become binding upon adoption without the consent of any Holders, but only to the extent permitted by law, for any purpose that will not materially adversely affect the interests of the Holders, including (without limitation) for any one or more of the following purposes --

(i) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority, or to surrender any right or power reserved herein to or conferred herein on the Authority;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority may deem desirable or necessary and not inconsistent herewith;

(iii) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the 2024 Indenture under the Trust Indenture Act of 1939;

(iv) to make any amendments or supplements necessary or appropriate to preserve or protect the exclusion of interest on the 2024 Bonds from gross income for federal income tax purposes under the Code or the exemption of such interest from State personal income taxes;

(v) to make such amendments or supplements as may be necessary or appropriate to maintain any then current rating on the 2024 Bonds; or

(vi) to add to the rights of the Trustee;

provided, that before executing any such Supplemental Indenture the Trustee shall first be provided at the Authority's expense with an Opinion of Counsel that such Supplemental Indenture is permitted by the 2024 Indenture, on which opinion the Trustee may conclusively rely.

Section 6.02. Disqualified 2024 Bonds. 2024 Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding 2024 Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article.

Section 6.03. Endorsement or Replacement of 2024 Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the 2024 Bonds may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Holder of any Outstanding 2024 Bonds and presentation of such Holder's 2024 Bonds for such purpose at the Principal Corporate Trust Office of the Trustee, a suitable notation as to such action shall be made on such 2024 Bonds. If the Authority shall so determine, new 2024 Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Outstanding 2024 Bonds a new 2024 Bonds or 2024 Bonds shall be exchanged at the Principal Corporate Trust Office of the Trustee without cost to each Holder for its 2024 Bonds or 2024 Bonds then Outstanding upon surrender of such Outstanding 2024 Bonds.

Section 6.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment as to the particular 2024 Bonds held by him; provided, that due notation thereof is made on such 2024 Bonds.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

Section 7.01. Events of Default. The following events shall constitute "Events of Default" hereunder:

(a) if default shall be made by the Authority in the due and punctual payment of the interest on any 2024 Bonds when and as the same shall become due and payable;

(b) if default shall be made by the Authority in the due and punctual payment of the principal of any 2024 Bonds when and as the same shall become due and payable at maturity;

(c) if default shall be made by the Authority in the performance of any of the agreements or covenants contained herein required to be performed by the Authority, and such default shall have continued for a period of thirty (30) days after the Authority shall have been given notice in writing of such default by the Trustee;

(d) if the Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property; or

(e) If an Event of Default (as that term is defined in the 2024 Contract) has occurred under the 2024 Contract.

Notwithstanding anything to the contrary contained herein, in no event are the 2024 Bonds subject to acceleration if an Event of Default occurs and is continuing.

Section 7.02. Application of Funds Upon Default. All money in the accounts and funds provided in Sections 2.12, 3.02 and 3.03 upon the date of the declaration of an Event of Default by the Trustee as provided in Section 7.01 and all Revenues thereafter received by the Authority hereunder shall be transmitted to the Trustee and shall be applied by the Trustee in the following order--

First, to the payment of the costs and expenses of the Trustee, if any, in carrying out the provisions of this article, including any outstanding fees and expenses of the Trustee and including reasonable compensation to its accountants and counsel, and thereafter to the payment of the costs and expenses of the Holders in providing for the declaration of such Event of Default, including reasonable compensation to their accountants and counsel;

Second, to the payment of the Holders entitled thereto of all installments of interest then due on the 2024 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 Holders entitled thereto, without any discrimination or privilege;

Third, to the payment of the Holders entitled thereto of the unpaid principal of the 2024 Bonds which shall have become due (other than 2024 Bonds matured) in the order of their due dates, and if the amount available shall not be sufficient to pay in full the principal of such 2024 Bonds due on any particular date, then to the payment ratably, according to the amount due on such date, to the Holders entitled thereto without any discrimination or privilege; and

Fourth, to be held for the payment to the Holders entitled thereto as the same shall become due of the principal of and interest on the 2024 Bonds which may thereafter become due at maturity, and if the amount available shall not be sufficient to pay in full such principal due on

any particular date, together with interest then due and owing thereon, payment shall be made in accordance with the Second and Third paragraphs hereof.

Section 7.03. Institution of Legal Proceedings by Trustee. If one or more of the Events of Default shall happen and be continuing, the Trustee may, and upon the written request of the Holders of a majority in principal amount of the 2024 Bonds then Outstanding (so long as the Trustee is indemnified to its satisfaction therefor) shall, proceed to protect or enforce its rights or the rights of the Holders of 2024 Bonds hereunder by a suit in equity or action at law, either for the specific performance of any agreement or covenant contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties hereunder.

Section 7.04. Non-Waiver. Nothing in this article or in any other provision hereof or in the 2024 Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the 2024 Bonds to the respective Holders of the 2024 Bonds at the respective dates of maturity from the Revenues and the funds held in the accounts and funds as provided herein pledged for such payment, or (except as provided in Section 7.07) shall affect or impair the right of such Holders, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the 2024 Bonds.

A waiver of any default or breach of duty or contract by the Trustee or any Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Holders by the Act or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Holders.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the Authority, the Trustee and any Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Holder shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Holders, whether or not the Trustee is a Holder, and the Trustee is hereby appointed (and the successive Holders, by taking and holding the 2024 Bond issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Holders for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Holders as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 7.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy, and each such remedy

shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 7.07. Limitation on 2024 Bondholders' Right to Sue. No Holder of any 2024 Bond issued hereunder shall have the right to institute any suit, action or proceeding, at law or equity, for any remedy hereunder unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Holders of at least a majority in aggregate principal amount of all the 2024 Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Holders shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and such tender of indemnity shall have been made to, the Trustee.

Each such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of 2024 Bonds of any remedy hereunder; it being understood and intended that no one or more Holders shall have any right in any manner whatever by his or their action to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision hereof shall be instituted and maintained in the manner herein provided and for the equal benefit of all Holders of Outstanding 2024 Bonds.

ARTICLE VIII

DEFEASANCE

Section 8.01. Discharge of 2024 Bonds.

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding 2024 Bonds the interest thereon and the principal thereof at the times and in the manner stipulated herein, then the Holders of such 2024 Bonds shall cease to be entitled to the pledge of and charge and lien upon the Revenues as provided herein, and all agreements, covenants and other obligations of the Authority to the Holders of such 2024 Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of such 2024 Bonds and for the payment of any fees and expenses of the Trustee.

(b) Any Outstanding 2024 Bonds shall on the maturity dates thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Trustee money which is sufficient to pay the interest on and principal of such 2024 Bonds on the maturity dates thereof.

(c) Any Outstanding 2024 Bonds shall prior to the maturity dates thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section (except that the Authority shall remain liable for the payment of such 2024 Bonds, but only out of the money or securities deposited with the Trustee or an Escrow Agent) if (1) there shall have been deposited with the Trustee or with an Escrow Agent in trust for the benefit of the Holders thereof either (A) money in an amount which shall be sufficient to pay when due the interest to become due on such 2024 Bonds on and prior to the maturity dates thereof and the principal to become due on such 2024 Bonds on such maturity dates, or (B) (a) Permitted Investments of the type described in clause (1) of the definition thereof which are not subject to redemption prior to maturity (including any such Permitted Investments issued or held in book-entry form on the books of the Treasury of the United States of America) or (b) tax exempt obligations of a state or political subdivision thereof which have been defeased under irrevocable escrow instructions by the deposit of such money or Permitted Investments and which are then rated in the highest rating category by Moody's and S&P, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee or such Escrow Agent at the same time, will be sufficient, in the opinion of an Independent Certified Public Accountant addressed to the Trustee, to pay when due the interest to become due on such 2024 Bonds on and prior to the maturity dates thereof, and the principal to become due on such 2024 Bonds on such maturity dates, and (2) the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable a notice to the Holders of such 2024 Bonds that the deposit required above has been made with the Trustee or such Escrow Agent and that such 2024 Bonds are deemed to have been paid in accordance with this section and stating the maturity date upon which money is to be available for the payment of the principal of such 2024 Bonds.

(d) After the payment of the interest on and principal of the 2024 Bonds as provided in this section, the Trustee shall, after the payment of all amounts due the Trustee hereunder, execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence the discharge and satisfaction of the 2024 Indenture, and the Trustee shall pay over or deliver to the Authority all money or deposits or investments held by it pursuant hereto which are not required for the payment of the interest and principal on the 2024 Bonds.

Section 8.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, if any money is held by the Trustee in trust for the payment and discharge of the interest on or principal of the 2024 Bonds after the date when the interest on or principal of such 2024 Bonds has become due and payable at their stated maturity dates and remains unclaimed for the Escheat Period, such money shall be repaid 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 Holders shall not look to the Trustee for the payment of the interest on or principal of such 2024 Bonds; provided, that before being required to make any such payment to the Authority, the Trustee shall, at the expense of the Authority, cause to be mailed to all Holders and to the Information Services and the Securities Depositories a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the mailing of each such notice, the balance of such money then unclaimed will be returned to the Authority.

ARTICLE IX

PROVISIONS RELATING TO THE BOND INSURANCE POLICY AND THE RESERVE
FUND POLICY

Section 9.01. Provisions of this Article to Govern. Notwithstanding anything to the contrary set forth in this 2024 Indenture, the provisions of this Article IX shall govern this 2024 Indenture and the 2024 Bonds.

Section 9.02. Notice and Other Information to be Given to the Insurer. The Authority will provide the Insurer with all notices and other information it is obligated to provide to the holders of 2024 Bonds or the Trustee under this 2024 Indenture. The notice address of [INSURANCE PROVIDER] is set forth in Section 10.11 of this 2024 Indenture.

Section 9.03. Defeasance.

(a) The Permitted Investments purchased for any defeasance escrow relating to the 2024 Bonds under Section 8.01(c) of this 2024 Indenture shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise may be authorized under this 2024 Indenture and approved by the Insurer.

(b) At least (three) 3 Business Days prior to any defeasance with respect to the 2024 Bonds under Section 8.01(c)(2)(B) of this 2024 Indenture, the Authority shall deliver to the Insurer draft copies of an escrow agreement, an opinion of counsel acceptable to the Insurer regarding the validity and enforceability of the escrow agreement, an opinion of bond counsel regarding the defeasance of the 2024 Bonds, and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinions and Verification Report shall be addressed to the Insurer and shall be in form and substance satisfactory to the Insurer.

(c) In addition, any escrow agreement entered into to defease 2024 Bonds under Section 8.01(c) of this 2024 Indenture shall provide that:

(i) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel to the effect that such substitution will not adversely affect the exclusion from gross income of the holders of the 2024 Bonds of the interest on the 2024 Bonds for federal income tax purposes and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

(ii) [Reserved].

(iii) The Authority shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Insurer.

Section 9.04. Trustee Provisions. The Trustee shall provide the Insurer with prior written notice of any name change of the Trustee. Any Trustee must be (1) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (2) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (3) otherwise approved by the Insurer in writing. No removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to the Insurer, shall be qualified and appointed.

Section 9.05. Amendments, Supplements and Consents.

(a) Any amendments or supplements to the 2024 Indenture or the 2024 Contract shall require the prior written consent of the Insurer with the exception of amendments or supplements:

(i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto; or

(ii) to grant or confer upon the holders of the '2024 Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the 2024 Bonds; or

(iii) to add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the 2024 Indenture or the 2024 Contract other conditions, limitations and restrictions thereafter to be observed; or

(iv) to add to the covenants and agreements of the Authority or the City in the 2024 Indenture or 2024 Contract other covenants and agreements thereafter to be observed by the Authority or the City or to surrender any right or power therein reserved to or conferred upon the Authority or the City.

(b) The Authority shall send copies of any amendments or supplements to the 2024 Indenture and the 2024 Contract to the Insurer and any rating agencies then rating the 2024 Bonds at the request of the Authority or the City.

(c) Any amendment, supplement, modification to, or waiver of, the 2024 Indenture or 2024 Contract that requires the consent of holders of the 2024 Bonds or adversely affects the rights or interests of the Insurer shall be subject to the prior written consent of the Insurer.

(d) In the event of any reorganization or liquidation of the Authority or the City, the Insurer shall have the right to vote on behalf of all holders of the 2024 Bonds on any reorganization or liquidation plan absent a continuing failure by the Insurer to make a payment under the Bond Insurance Policy.

(e) Anything in the 2024 Indenture or the 2024 Contract to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the 2024 Bonds or the Trustee or Paying Agent for the benefit of the holders of the

2024 Bonds under the 2024 Indenture and the 2024 Contract. No default or event of default may be waived without the Insurer's written consent.

(f) Upon the occurrence and continuance of a default or an event of default as described in Section 7.01, the Insurer shall be deemed to be the sole owner of the 2024 Bonds for all purposes under the 2024 Indenture and the 2024 Contract, including, without limitations, for purposes of exercising remedies and approving amendments.

(g) No grace period shall be permitted for payment defaults on the 2024 Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Insurer.

(h) If an Insurer Default shall occur and be continuing, then, notwithstanding anything in subsections (a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, the Insurer has made payment under the Bond Insurance Policy or the Reserve Fund Policy, to the extent of such payment the Insurer shall be treated like any other holder of the 2024 Bonds for all purposes, including giving of consents, and (2) if the Insurer has not made any payment under the Bond Insurance Policy or the Reserve Fund Policy, the Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Insurer makes a payment under the Bond Insurance Policy or the Reserve Fund Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the Insurer has failed to make any payment under the Bond Insurance Policy or the Reserve Fund Policy when due and owing in accordance with its terms; or (B) the Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Bond Insurance Policy or the Reserve Fund Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Insurer (including without limitation under the New York Insurance Law).

Section 9.06. Insurer As Third Party Beneficiary. The Insurer is recognized as and shall be deemed to be a third party beneficiary of this 2024 Indenture and may enforce the provisions of this 2024 Indenture as if it were a party hereto.

Section 9.07. Payment Procedure Under the Bond Insurance Policy.

(a) In the event that principal and/or interest due on the 2024 Bonds shall be paid by the Insurer pursuant to the Bond Insurance Policy, the 2024 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, the assignment and pledge of the Revenues and all covenants, agreements and other obligations of the Authority to the Owners of the 2024 Bonds shall continue to exist and shall run to the benefit

of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such Owners may have in respect of securities law violations arising from the offer and sale of the 2024 Bonds.

(b) In the event that on the second (2nd) business day prior to any payment date on the 2024 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the 2024 Bonds due on such payment date, the Trustee shall immediately notify the Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the Insurer or its designee.

(c) In addition, if the Trustee has notice that any holder of the 2024 Bonds has been required to disgorge payments of principal of or interest on the 2024 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Insurer.

(d) The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the 2024 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the 2024 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holders of the 2024 Bonds in any legal proceeding related to the payment and assignment to the Insurer of the claims for interest on the 2024 Bonds, (2) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment from the Insurer with respect to the claims for interest so assigned, and (3) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the 2024 Bonds, the Trustee shall (1) execute and deliver to the Insurer, in form satisfactory to the Insurer, an instrument appointing the Insurer as agent and attorney-in-fact for such holder of the 2024 Bonds in any legal proceeding related to the payment of such principal and an assignment to the Insurer of the 2024 Bonds surrendered to the Insurer, (2) receive as designee of the respective holders (and not as Trustee) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Insurer, and (3) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by the Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of 2024 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement 2024 Bond to the Insurer, registered in the name directed by the Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue

any replacement 2024 Bond shall have no effect on the amount of principal or interest payable by the Authority on any 2024 Bond or the subrogation or assignment rights of the Insurer.

(e) Payments with respect to claims for interest on and principal of 2024 Bonds disbursed by the Trustee from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Authority with respect to such 2024 Bonds, and the Insurer shall become the owner of such unpaid 2024 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

(f) Irrespective of whether any such assignment is executed and delivered, the Authority and Trustee agree for the benefit of the Insurer that:

(i) They recognize that to the extent the Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the 2024 Bonds, the Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Authority, with interest thereon, as provided and solely from the sources stated in the 2024 Indenture and 2024 Contract and the 2024 Bonds; and

(ii) They will accordingly pay to Insurer the amount of such principal and interest, with interest thereon as provided in the 2024 Indenture and 2024 Contract and the 2024 Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the 2024 Bonds to holders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

Section 9.08. Exercise of Rights by the Insurer. The rights granted to the Insurer under the 2024 Indenture and the 2024 Contract to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the 2024 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the holders of the 2024 Bonds or any other person is required in addition to the consent of the Insurer.

Section 9.09. Payment of Principal and Interest by the Insurer. The Insurer shall be entitled to pay principal of or interest on the 2024 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) in accordance with the 2024 Indenture, whether or not the Insurer has received a claim upon the Bond Insurance Policy.

Section 9.10. 2024 Reserve Account.

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the 2024 Reserve Account, if any (each a "Reserve Fund Credit Instrument"). Amounts on deposit in the 2024 Reserve Account shall be applied solely to the payment of debt service due on the 2024 Bonds in accordance with the 2024 Indenture.

(b) All cash and investments in the 2024 Reserve Account shall be transferred to the Interest Account and the Redemption Account for the payment of the debt service on the 2024 Bonds before any drawing may be made on the Reserve Fund Policy or any other Reserve Fund Credit Instrument in lieu of cash.

(c) Payment of any Policy Costs shall be made prior to the replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Fund Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the 2024 Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the 2024 Reserve Account. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Fund Credit Instrument without regard to the legal or financial ability or willingness of the provider of such Reserve Fund Credit Instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(d) Repayment of draws under the Reserve Fund Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate Policy Costs related to such draw.

(e) Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Fund Policy will be increased by a like amount, subject to the terms of the Reserve Fund Policy.

(f) Draws under the Reserve Fund Policy may only be used to make payments on the 2024 Bonds.

(g) If the City shall fail to pay any Policy Costs in accordance with the requirements of Section 8.06 of the 2024 Contract, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this 2024 Indenture and the 2024 Contract other than (i) acceleration of the maturity of the 2024 Bonds or the 2024 Installment Payments, or (ii) remedies which would adversely affect the owners of the 2024 Bonds.

(h) The 2024 Indenture shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City’s obligation to pay such amount shall expressly survive payment in full of the 2024 Bonds.

(i) The Trustee shall ascertain the necessity for a claim upon the Reserve Fund Policy in accordance with the provisions of this Section 9.10 and provide notice to the Insurer at least two (2) business days prior to each date upon which interest or principal is due on the 2024 Bonds.

(j) The Reserve Fund Policy shall expire on the earlier of the date the 2024 Bonds are no longer Outstanding and the final maturity date of the 2024 Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability of Authority Limited to Revenues and Certain Other Funds. Notwithstanding anything contained herein, the Authority shall not be required to advance any money derived from any source other than the Revenues and the funds held in the accounts and funds as provided herein for the payment of the interest on or principal of the 2024 Bonds or for the performance of any agreements or covenants herein contained; provided, that the Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring an indebtedness.

The 2024 Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from the Revenues and the funds held in the accounts and funds provided herein, and the Authority is not obligated to pay such interest or principal on the 2024 Bonds except from the Revenues and such funds. All the 2024 Bonds are equally and ratably secured by a pledge of and charge and lien upon the Revenues and such funds, and the Revenues and such funds constitute a trust fund for the security and payment of the interest on and principal of the 2024 Bonds as provided herein. The full faith and credit of the Authority is not pledged for the payment of the interest on or principal of the 2024 Bonds, and no tax shall ever be levied or collected to pay the interest on or principal of the 2024 Bonds. The 2024 Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues and such funds. Neither the payment of the interest on or principal of the 2024 Bonds is a debt, liability or general obligation of the City or the State and neither the faith and credit of the City or the State are pledged to the payment of interest on or principal of the 2024 Bonds.

Section 10.02. Benefits of the 2024 Indenture Limited to Parties and Beneficiaries. Nothing contained herein, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity other than the Authority, the Trustee, and the Holders any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof; and all covenants, stipulations, promises and agreements herein contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, Trustee, and the Holders.

Section 10.03. Successor Is Deemed Included In All References To Predecessor. Whenever herein either the Authority or any officer thereof is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or such officer, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04. Execution of Documents by Holders. Any declaration, request or other instrument which is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor and may be executed by Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved

by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any 2024 Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books kept by the Trustee pursuant to Section 2.08.

Any declaration, request, consent or other instrument or writing of the Holder of any 2024 Bonds shall bind all future Holders of such 2024 Bonds with respect to anything done or suffered to be done by the Trustee or the Authority in good faith and in accordance therewith.

Section 10.05. Waiver of Personal Liability. No member, officer or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the 2024 Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 10.06. Deposit or Investment of Money in Accounts and Funds. Subject to Section 4.03, all money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in those Permitted Investments described in a Written Request of the Authority filed with the Trustee at least two (2) Business Days prior to the making of any such investment, which such Permitted Investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder, except that any money held in the 2024 Reserve Account shall be invested in those Permitted Investments that mature (or which may be redeemed or terminated by the Authority or the Trustee at par) not later than five (5) years after their purchase or the final maturity date of the related 2024 Bonds, whichever is earlier, and the Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance herewith; provided, that if no such Written Request is received by the Trustee, the Trustee shall invest such money in those Permitted Investments described in subdivision (6) of the definition thereof. The earnings on any investment in any fund or account created hereunder shall be deposited in such fund or account. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

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 or any of its affiliates may act as principal, agent, sponsor or advisor in connection with any investment made by the Trustee hereunder and may impose its customary fees therefor.

Section 10.07. [Reserved].

Section 10.08. Destruction of Cancelled 2024 Bonds. Whenever provision is made for the return to the Authority of any 2024 Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such 2024 Bonds and furnish to the Authority a certificate of such destruction, and the Authority agrees to reimburse the Trustee for costs incurred in connection with the microfilming or the making of other permanent records of any such destroyed 2024 Bonds.

Section 10.09. Content of Certificates. Every Certificate of the Authority with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (c) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the Authority may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Authority, upon a representation by an officer or officers of the Authority unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.10. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the - accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound industry practice and with due regard for the protection of the security of the 2024 Bonds and the rights of the Holders. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.11. Notices. All written notices to be given hereunder 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 party in writing from time to time, namely:

If to the Authority:

Stockton Public Financing Authority
425 N. El Dorado Street
Stockton, California 95202
Attention: Treasurer

If to the Trustee:

Attention: Corporate Trust Services

If to the Insurer:

Attention: Surveillance, Re: Policy No. _____
Telephone:
Telecopier:
Email:

In each case in which notice or other communication refers to an event of default or a claim on the Bond Insurance Policy or Reserve Fund Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at. Telecopier: _____ and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 10.12. CUSIP Numbers. Neither the Authority nor the Trustee shall be liable for any defect or inaccuracy in the CUSIP number that appears on any 2024 Bonds, and the Trustee may, in its discretion, include in any defeasance notice relating to any of the 2024 Bonds a statement to the effect that the CUSIP numbers on the 2024 Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the Authority nor the Trustee shall be liable for any defects or inaccuracies in such numbers.

Section 10.13. Article and Section Headings and References. 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 2024 Indenture as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.14. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity

hereof or of the 2024 Bonds, and the Holders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered the 2024 Indenture and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the 2024 Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.15. Governing Law. The 2024 Indenture shall be construed and governed in accordance with the laws of the State.

Section 10.16. Execution in Several Counterparts. The 2024 Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.17. Use of Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this 2024 Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this 2024 Indenture using an electronic signature, it is signing, adopting and accepting this 2024 Indenture, and (ii) that signing this 2024 Indenture using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this 2024 Indenture on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this 2024 Indenture in a usable format.

IN WITNESS WHEREOF, the Stockton Public Financing Authority has caused the 2024 Indenture to be signed in its name by its [Title] and U.S. Bank Trust Company, National Association, in token of its acceptance of the trusts created hereunder, has caused the 2024 Indenture to be signed by one of its duly authorized signatories, all as of the day and year first above written.

STOCKTON PUBLIC FINANCING AUTHORITY

By _____
[Name, Title]

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

EXHIBIT A**FORM OF 2024 BONDS**

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BOND, SERIES 2024
(WASTEWATER REFUNDING PROJECT)

No. R _____ \$ _____

Interest Rate	Maturity Date	Bond Date	CUSIP
_____ %	[September 1], _____	_____, 2024	_____

REGISTERED OWNER:

PRINCIPAL SUM: _____ DOLLARS

The Stockton Public Financing Authority, a joint exercise of powers entity duly organized and existing under and pursuant to the laws of the State of California (the “Authority”), for value received, hereby promises to pay (but only out of the Revenues and certain other funds hereinafter referred to) to the registered owner identified above or registered assigns, on the maturity date specified above the principal sum specified above, together with interest thereon computed on the basis of a 360-day year of twelve (12), 30 day calendar months from the interest payment date next preceding the date of authentication of this 2024 Bond (unless this 2024 Bond is authenticated on an interest payment date or 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 dates inclusive, in which event it shall bear interest from such interest payment date, or unless it is authenticated on a day on or before the Record Date (as that term is hereinafter defined) for the first interest payment date, in which event it shall bear interest from its date) until the principal hereof shall have been paid, at the interest rate per annum specified above, payable semiannually thereafter on March 1 and September 1 in each year, commencing on March 1, 2025. The interest due on this 2024 Bond on or before the maturity shall be payable only to the person whose name appears in the registration books required to be kept by U.S. Bank Trust Company, National Association (the “Trustee”) at its Principal Corporate Trust Office (as that term is defined in the 2024 Indenture hereinafter referred to, and herein the “Principal Corporate Trust Office”) as the registered owner hereof at the close of business as of the fifteenth (15th) day of the month next preceding each interest payment date (each, a “Record Date”), with such interest to be paid by check mailed by first class mail on each interest payment date to such registered owner at his address as it appears on such registration books; provided, that upon the written request of the registered owner of one million dollars (\$1,000,000) or more in aggregate principal amount of 2024 Bond received by the Trustee prior to the applicable Record Date (which such request shall remain in effect until rescinded in writing by such registered owner), interest shall be paid on each interest payment date by wire transfer of immediately available funds to an account maintained in any bank or trust company in the United States of America that is a member of the Federal Reserve

System designated in writing by such registered owner. The principal of this 2024 Bond shall be payable only to the person whose name appears in such registration books as the registered owner hereof, such principal to be paid upon surrender of this 2024 Bond to the Trustee at its Principal Corporate Trust Office at maturity. The interest on and principal of this 2024 Bond is payable in lawful money of the United States of America.

This 2024 Bond is one of a duly authorized issue of revenue bonds of the Authority designated as its “Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project)” (the “2024 Bonds”) in the aggregate principal amount of sixty-nine million four hundred forty thousand dollars (\$ _____) all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a 2024 Indenture dated as of August 1, 2024, by and between the Authority and the Trustee (the “2024 Indenture”) (copies of which are on file at the Principal Corporate Trust Office of the Trustee).

The 2024 Bonds are issued to provide funds to refinance the cost of the acquisition and construction of certain additions, betterments, extensions and improvements to the Wastewater System (as that term is defined in the 2024 Indenture) of the City of Stockton (the “City”). The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from the Revenues (the “Revenues”) constituting the installment payments (the “2024 Installment Payments”) to be made by the City to the Authority for the refinancing of the Prior Projects (as defined in the 2024 Indenture) pursuant to the 2024 Installment Purchase Contract, dated as of August 1, 2024, by and between the City and the Authority (the “2024 Contract”) and the funds held in the accounts and funds pursuant to the 2024 Indenture as provided therein, and the Authority is not obligated to pay interest on or principal of the Bonds except from the Revenues and such funds.

All the 2024 Bonds are equally and ratably secured in accordance with the terms and conditions of the 2024 Indenture by a pledge of and charge and lien upon the Revenues and such funds, and the Revenues and such funds constitute a trust fund for the security and payment of the interest on and principal of the 2024 Bonds as provided in the 2024 Indenture. The full faith and credit of the Authority is not pledged for the payment of the interest on or principal of the 2024 Bonds, and no tax shall ever be levied or collected to pay the interest on or principal of the 2024 Bonds. The 2024 Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues and such funds. Neither the payment of the interest on or principal of the 2024 Bonds is a debt, liability or general obligation of the City or the State of California and neither the faith and credit of the City or the State of California are pledged to the payment of interest on or principal of the 2024 Bonds. Reference is hereby made to the Act and to the 2024 Indenture and any and all amendments thereof and supplements thereto for a description of the terms on which the 2024 Bonds are issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owners of the 2024 Bonds, the security for payment of the 2024 Bonds, the remedies upon default and limitations thereon, and the amendment of the 2024 Indenture (with or without consent of the registered owners of the 2024 Bonds); and all the terms of the 2024 Indenture are hereby incorporated herein and constitute a contract between the Authority and the registered owner of

this 2024 Bond, to all the provisions of which the registered owner of this 2024 Bond, by acceptance hereof, agrees and consents.

The 2024 Bonds are not subject to redemption prior to their respective stated maturity dates.

This 2024 Bond is transferable only on a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the 2024 Indenture and upon surrender of this 2024 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered 2024 Bond or 2024 Bond in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this 2024 Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this 2024 Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this 2024 Bond to the extent of the sum or sums so paid.

This 2024 Bond shall not be entitled to any benefit, protection or security under the 2024 Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this 2024 Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this 2024 Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of 2024 Bond permitted to be issued under the 2024 Indenture.

IN WITNESS WHEREOF, the Stockton Public Financing Authority has caused this 2024 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairperson and countersigned by the manual or facsimile signature of its Secretary, and has caused this 2024 Bond to be dated as of [____], 2024.

STOCKTON PUBLIC FINANCING AUTHORITY

By _____
Chairperson

Countersigned:

Secretary

This is one of the 2024 Bonds described in the within-mentioned 2024 Indenture which has been authenticated on

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ (Taxpayer Identification Number: _____) the within 2024 Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within 2024 Bonds on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Note: The signature to this Assignment must correspond with the name as written on the face of the 2024 Bonds in every particular, without alteration or enlargement or any change whatever, and the signature must be guaranteed by an eligible guarantor institution.

[DTC LEGEND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

[STATEMENT OF INSURANCE TO BE ADDED TO INSURED BONDS]

2024 INSTALLMENT PURCHASE CONTRACT

by and between the

CITY OF STOCKTON

and the

STOCKTON PUBLIC FINANCING AUTHORITY

RELATING TO THE
CITY OF STOCKTON
WASTEWATER PROJECTS

Dated as of August 1, 2024

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2024 INSTALLMENT PURCHASE CONTRACT

This 2024 Installment Purchase Contract (the “2024 Contract”), dated as of August 1, 2024, by and between the City of Stockton, a municipal corporation and chartered city duly organized and existing under and by virtue of the Constitution and laws of the State of California and its charter (the “City”), and the Stockton Public Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”);

WITNESSETH:

WHEREAS, the City is authorized by law to purchase improvements for the municipal wastewater system of the City; and

WHEREAS, the City and the Authority had previously entered into an Installment Sale Agreement, dated as of October 1, 2014 (the “2014 Installment Purchase Contract”), whereby the Authority agreed to sell certain improvements to the City’s wastewater system, consisting of the 1998 Wastewater Project and the 2003 Wastewater Project (each as defined herein, and collectively, the “Prior Projects”), to the City and the City agreed to purchase the Prior Projects from the Authority;

WHEREAS, in connection with the 2014 Installment Purchase Contract, the Authority entered into an Indenture, dated as of October 1, 2014, by and between Computershare Trust Company, N.A. as successor to Wells Fargo Bank, National Association and the Authority and, in connection therewith, the Authority in October of 2014 issued its Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) in the aggregate principal amount of \$69,440,000 (the “2014 Bonds”);

WHEREAS, the City has determined that the refinancing of the Prior Projects by refunding the obligations of the City under the 2014 Installment Purchase Contract, as provided in the 2024 Contract (as that term is hereinafter defined), is necessary and proper for the City and is in the public interest, and the Authority has determined to assist the City in the foregoing by prepaying all of the outstanding 2014 Bonds;

WHEREAS, the Authority and the City have determined that providing funds to prepay all of the outstanding 2014 Bonds by the issuance of revenue bonds of the Authority will result in demonstrable savings in borrowing costs of the City and will result in significant public benefits to the City;

WHEREAS, the City will be obligated to make installment payments to the Authority for the refinancing of the Prior Projects;

WHEREAS, the City has agreed to make scheduled installment payments to the Authority to refinance the Prior Projects, together with interest thereon, which installment payments are to be secured by a pledge of and lien on certain revenues of the Wastewater System (as further described herein, the “Net System Revenues”), as provided herein; and

WHEREAS, the City and the Authority hereby certify that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the 2024 Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the 2024 Contract;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article shall for all purposes hereof and of any amendment hereof and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Unless a contrary intent is expressed in this 2024 Contract, capitalized terms used but not defined in this 2024 Contract shall have the meanings given in the 2024 Indenture.

1998 Installment Sale Agreement

“1998 Installment Sale Agreement” means the 1998 Installment Sale Agreement, dated as of February 1, 1998, between the City and the Authority.

1998 Wastewater Project

“1998 Wastewater Project” means those certain improvements to the City’s Wastewater System which the Authority sold to the City and the City purchased from the Authority under certain documents entered into in 1998, including the 1998 Installment Sale Agreement.

2003 Installment Sale Agreement

“2003 Installment Sale Agreement” means the 2003 Installment Sale Agreement, dated as of June 1, 2003, between the City and the Authority.

2003 Wastewater Project

“2003 Wastewater Project” means those certain improvements to the City’s Wastewater System which the Authority sold to the City and the City purchased from the Authority under certain documents entered into in 2003, including the 2003 Installment Sale Agreement.

2014 Installment Purchase Contract

“2014 Installment Purchase Contract” means the 2014 Installment Purchase Contract, dated as of October 1, 2014, between the City and the Authority.

2020 WIFIA Loan

“2020 WIFIA Loan” means the \$108,000,000 Stockton Public Financing Authority Wastewater Revenue Bond, Series 2020 (Regional Wastewater Control Facility Modifications Project) (WIFIA – N18126CA), issues pursuant to that certain WIFIA Loan Agreement dated as of September 30, 2020 among the City, the Authority, and the United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, that certain Installment Purchase Contract dated as of September 30, 2020, by and between the City and the Authority, and that certain Indenture dated as of September 1, 2020 by and between the Authority and [Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association], as trustee.

2021 SRF Loan

“2021 SRF Loan” means that certain loan issued in connection with that certain Construction Installment Sale Agreement Regional Wastewater Control Facilities Modifications Project No. C-06-8447-110, Agreement No. SWRCB0000000000D2001045, by and between the City and the California State Water Resources Control Board, in the Project Funding Amount of \$46,800,000.

2024 Bonds

“2024 Bonds” means all wastewater revenue bonds of the Authority authorized, issued and delivered under the 2024 Indenture that are at any time outstanding pursuant thereto.

2024 Contract

“2024 Contract” means this 2024 Installment Purchase Contract dated as of August 1, 2024, by and between the City and the Authority, as originally executed and as it may from time to time be amended in accordance herewith.

2024 Indenture

“2024 Indenture” means that certain 2024 Indenture, dated as of August 1, 2024, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

2024 Installment Payment Date

“2024 Installment Payment Date” has the meaning set forth in Section 3.02.

2024 Installment Payment Fund

“2024 Installment Payment Fund” means the Stockton Public Financing Authority 2024 Installment Payment Fund established pursuant to Section 3.02 of the 2024 Indenture.

2024 Installment Payments

“2024 Installment Payments means the installment payments scheduled to be paid by the City hereunder and set forth in Exhibit A hereto.

2024 Reserve Account

“2024 Reserve Account” means the account within the 2024 Installment Payment Fund by that name established pursuant to Section 3.03 of the 2024 Indenture.

Accountant’s Report

“Accountant’s Report” means an audited financial report prepared and signed by an Independent Certified Public Accountant.

Act

“Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended) and all laws amendatory thereof or supplemental thereto.

Adjusted Net System Revenues

“Adjusted Net System Revenues” means, for any Fiscal Year, the Net System Revenues for such Fiscal Year less, to the extent included in the calculation of Net System Revenues for such Fiscal Year, all amounts referred to in clause (G) of the definition of Parity Debt Service received or expected to be received by the City or a fiduciary, on behalf of the City, in such Fiscal Year.

Authority

“Authority” means the Stockton Public Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the Act.

Balloon Obligation

“Balloon Obligation” means any Parity Obligation designated as such in such obligation or in the related Issuing Document.

Balloon Payments

“Balloon Payments” means any payments designated as such in any Balloon Obligation or in the related Issuing Document.

Bond Insurance Policy

“Bond Insurance Policy” means the Municipal Bond Insurance Policy issued by the Insurer that guarantees the scheduled payment of principal of and interest on the 2024 Bonds when due.

City

“City” means the City of Stockton, a municipal corporation and chartered city duly organized and existing under and by virtue of the Constitution and laws of the State and its charter.

Code

“Code” means the Internal Revenue Code of 1986 and the regulations of the United States Department of the Treasury issued thereunder, and in this regard reference to any particular section of the Code shall include reference to all successor sections of the Code.

Consultant

The term “Consultant” means the consultant, consulting firm, financial consultant, financial consulting firm, engineer, architect, engineering firm, architectural firm, accountant or accounting firm retained by the City to perform acts or carry out the duties provided for such consultant in this 2024 Contract. Such consultant, consulting firm, financial consultant, financial consulting firm, engineer, architect, engineering firm or architectural firm shall be nationally or regionally recognized within its profession for work of the character required. Any such accountants or accounting firms shall be an Independent Certified Public Accountant licensed to practice in the State of California.

Coverage Requirement

“Coverage Requirement” means, for any Fiscal Year or any other period, an amount of Adjusted Net System Revenues equal to at least one hundred fifteen per cent (115%) of Parity Debt Service for such Fiscal Year or such other period, as applicable.

Credit Provider Reimbursement Obligations

“Credit Provider Reimbursement Obligations” means obligations of the City to repay, from Net System Revenues, amounts advanced by a municipal bond insurance company, bank or other financial institution or organization as credit support or liquidity support for Parity Obligations or obligations secured by Parity Obligations, together with any interest on such advances and any related administrative costs.

Event of Default

“Event of Default” means an event defined as such in Section 6.01(a), (b), (c), or (d).

Federal Securities

“Federal Securities” means United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal, or securities evidencing direct ownership interests in such obligations or in specified portions of the interest on or principal of

such obligations that are held by a custodian in safekeeping on behalf of the owners of such securities.

Fiscal Year

“Fiscal Year” means the twelve month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

Generally Accepted Accounting Principles

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

Independent Certified Public Accountant

“Independent Certified Public Accountant” means any firm of certified public accountants duly licensed and entitled to practice and practicing as such under the laws of the State, appointed and paid by the City, and each of whom:

- (1) is in fact independent and not under the domination of the City;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and
- (3) is not connected with the City as a councilmember, officer or employee of the City, but which firm may be regularly retained by the City to audit the accounting records of the City and make reports thereon to the City.

Insurer

“Insurer” means _____, or any successor thereto.

Issuing Document

“Issuing Document” means the 2024 Contract and any installment purchase contract, indenture, trust agreement or other document that provides for the issuance or incurrence of Parity Obligations.

Late Payment Rate

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan

Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the 2024 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

Moody's

“Moody's” means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors or assigns, but only to the extent that such entity is then rating any Parity Obligations at the request of the Authority.

Net System Revenues

“Net System Revenues” means, for any period, the System Revenues during such period less the Operation and Maintenance Costs during such period.

Operation and Maintenance Costs

“Operation and Maintenance Costs” means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including the expenses of maintenance, repair, billing and collection and other expenses incurred to maintain and preserve the Wastewater System in good repair and working order, and including all administrative and management costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, payments to employee retirement systems, overhead, taxes (if any) and insurance premiums (including payments required to be paid into any self-insurance funds), and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms hereof, any Parity Obligations, but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles, (iii) costs of capital additions, replacements, betterments, extensions or improvements to the Wastewater System which under Generally Accepted Accounting Principles are chargeable to a capital account, and (iv) charges for the payment of principal and interest on any debt service or other regularly scheduled payments on account of any Parity Obligation or obligation subordinate to the Parity Obligations.

Parity Debt Service

“Parity Debt Service” means, with respect to any Parity Obligation for any period of calculation, those portions of the payments of interest on and principal and redemption premiums, if any, or other regularly scheduled payments required to be made during such period under such Parity Obligation, less any such interest that is to be paid from proceeds of such Parity Obligation, less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds and capitalized interest funds established for such Parity Obligation; provided, that for purposes of the calculation of Parity Debt Service, the following shall apply:

(A) Interest on Variable Interest Rate Obligations. Interest on any Variable Interest Rate Obligation shall be assumed to bear interest at a fixed rate equal to the higher of:

(1) the actual rate on the date of calculation, or if such Parity Obligation is not yet outstanding, the initial rate (if established and binding); or

(2) if such Parity Obligation has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, or if such Parity Obligation has not been outstanding for the twelve prior months, the average rate borne by reference to an index comparable to that to be utilized in determining the interest rate for the Parity Obligation to be issued.

(B) Interest on Parity Obligations with respect to which a Payment Agreement is in force. For purposes of the definition of Parity Debt Service, interest deemed to be payable on any Parity Obligation with respect to which a Payment Agreement is in force shall be based on the net economic effect on the City expected to be produced by the terms of such Parity Obligation and such Payment Agreement, including but not limited to the effects that (i) such Parity Obligation would, but for such Payment Agreement, be treated as an obligation bearing interest at a Variable Interest Rate instead shall be treated as an obligation bearing interest at a fixed interest rate, and (ii) such Parity Obligation would, but for such Payment Agreement, be treated as an obligation bearing interest at a fixed interest rate instead shall be treated as an obligation bearing interest at a Variable Interest Rate; and accordingly, the amount of interest deemed to be payable on any Parity Obligation with respect to which a Payment Agreement is in force shall be an amount equal to the amount of interest that would be payable at the rate or rates stated in such Parity Obligation plus the applicable Payment Agreement Payments minus the applicable Payment Agreement Receipts, and for the purpose of calculating as nearly as practicable the Payment Agreement Receipts and the Payment Agreement Payments under such Parity Obligation, the following assumptions shall be made:

(1) City Obligated to Pay Net Variable Payments. If a Payment Agreement has been entered into by the City with respect to a Parity Obligation resulting in the payment of a net variable interest rate with respect to such Parity Obligation and Payment Agreement by the City, the interest rate on such Parity Obligation for future periods when the actual interest rate cannot yet be determined shall be assumed, during the period the Payment Agreement is in effect, to be equal to the sum of (i) the fixed rate or rates stated in such Parity Obligation, minus. (ii) the fixed rate paid by the counterparty to the City, plus (iii) the lesser of (A) the interest rate cap, if any, provided by the counterparty with respect to such Payment Agreement (but only during the period that such interest rate cap is in effect) and (B) the higher of (x) the actual variable rate or rates payable by the City to the Counterparty pursuant to the Payment Agreement on the date of calculation, or if such Payment Agreement is not yet outstanding, the initial rate (if established and binding) and (y) if such Payment Agreement has been in effect for at least twelve months, the average variable rate or rates payable by the City to the counterparty pursuant to the Payment Agreement over the twelve months immediately preceding the date of calculation, or if such Payment Agreement has not been outstanding for the twelve prior months, the average variable rate or rates that would have been

payable by the City to the counterparty pursuant to such Payment Agreement for the twelve prior months determined by reference to an index comparable to that to be utilized in determining the variable rate for the Payment Agreement to be executed.

(2) City Obligated to Pay Net Fixed Payments. If a Payment Agreement has been entered into by the City with respect to a Parity Obligation which is reasonably believed, in the opinion of a financial consultant or financial consulting firm, to result in the payment of a net fixed interest rate with respect to such Parity Obligation and Payment Agreement by the City, the interest on such Parity Obligation shall be included in the calculation of the Parity Debt Service during the period the Payment Agreement is in effect by including for each calculation period an amount equal to the amount of interest payable at the fixed interest rate pursuant to such Payment Agreement;

(C) For purposes of calculating the Parity Debt Service on any Balloon Obligation, it shall be assumed that the principal of such Balloon Obligation will be amortized in a manner resulting in approximately equal annual installments of debt service over a term of thirty (30) years, at an assumed interest rate determined by reference to subparagraph (A) of this definition of Parity Debt Service;

(D) For purposes of any Parity Obligation or portions thereof the debt service requirements under which contain no current interest component but which are sold at a discount and which discount accretes with respect to such Parity Obligation or portions thereof, such accreted discount shall be treated as interest in the calculation of Parity Debt Service;

(E) For purposes of any Parity Obligations that constitute paired obligations, the interest rate on such Parity Obligations shall be the resulting linked rate or the effective fixed interest rate (each as certified by a financial consultant or financial consulting firm) reasonably expected to be paid by the City with respect to such paired obligations;

(F) The amount on deposit in a debt service reserve fund with respect to a Parity Obligation on any date of calculation of Parity Debt Service shall be deducted from the amount of principal due at the final maturity of such Parity Obligation and to the extent the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in inverse order of due date, until such amount is exhausted;

(G) If, under any statutory scheme, during any period of calculation the City or a fiduciary, on behalf of the City, receives or expects to receive any subsidy, reimbursement or other payment from a governmental entity (including, but not limited to, the federal government of the United States of America) in connection with, or related to, payments of principal of and/or interest or other regularly scheduled payments on Parity Obligations, then principal of and/or interest or other regularly scheduled payments on such Parity Obligations during such period of calculation shall be disregarded and not included in calculating Parity Debt Service to the extent that such subsidy, reimbursement or other payment is received or expected to be received by the City or fiduciary, on behalf of the City, during such period of calculation; and

(H) Credit Provider Reimbursement Obligations shall be disregarded, except to the extent such Credit Provider Reimbursement Obligations are due and owing at the time of calculation of Parity Debt Service.

Parity Obligations

“Parity Obligations” means the 2024 Installment Payments, [the 2020 WIFIA Loan, the 2021 SRF Loan] and any other obligation (including, but not limited to, any installment payment obligation) payable on a parity with the 2024 Installment Payments from Net System Revenues, as the case may be, as provided in Article IV and the regularly scheduled payments under any Payment Agreement which have been designated by the City as a “Parity Obligation” in the Payment Agreement.

Payment Agreement

“Payment Agreement” means a written agreement for the purpose of managing or reducing the City’s exposure to fluctuations in interest rates or for any other interest rate, investment, asset or liability managing purposes, entered into either on a current or forward basis by the City as authorized under any applicable laws of the State in connection with, or incidental to, the entering into of any Parity Obligation, that provides for an exchange of payments based on interest rates, ceilings or floors on such payments, options on such payments or any combination thereof, or any similar device.

Payment Agreement Payments

“Payment Agreement Payments” means the regularly scheduled amounts (excluding Termination Payments) periodically required to be paid by the City under all Payment Agreements.

Payment Agreement Receipts

“Payment Agreement Receipts” means the regularly scheduled amounts (excluding Termination Payments) required to be paid by all counterparties to the City under all Payment Agreements.

Prior Projects

“Prior Projects” shall have the meaning as described in the recitals hereto.

Principal Corporate Trust Office

“Principal Corporate Trust Office” means the corporate trust office of the Trustee in San Francisco, California or such other office designated by the Trustee from time to time.

Refunding Price

“Refunding Price” means the principal amount owed by the City to the Authority for the refunding of the installment payments due under the 2014 Installment Purchase Contract under the terms hereof as provided in Section 3.01

Reserve Fund Policy

“Reserve Fund Policy” means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer with respect to the 2024 Bonds.

Revenue Fund

“Revenue Fund” means the Wastewater Utility Fund, established and held by the City into which all System Revenues are deposited.

S&P

“S&P” means S&P Global Ratings, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors or assigns, but only to the extent that such entity is then rating any Parity Obligations at the request of the Authority.

State

“State” means the State of California.

System Revenues

“System Revenues” means all gross income and revenue received or receivable by the City from the ownership or operation of the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including all fees, rates, charges and amounts paid under any contracts received by or owed to the City in connection with the operation of the Wastewater System and all proceeds of insurance relating to the Wastewater System and all other income and revenue howsoever derived by the City from the ownership or operation of the Wastewater System.

Termination Payments

“Termination Payments” means any payments due and payable by the City in connection with the termination of a Payment Agreement.

Trustee

“Trustee” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its Principal Corporate Trust Office, as trustee under the 2024 Indenture, and any successors thereto.

Variable Interest Rate

“Variable Interest Rate” means any variable interest rate or rates to be paid under any Parity Obligation, the method of computing which variable interest rate shall be as specified in such obligation, which obligation shall also specify either (i) the payment period or periods or time or manner of determining such period or periods or time for which each value of such variable interest rate shall remain in effect, and (ii) the time or times based upon which any change in such variable interest rate shall become effective, and which variable interest rate may, without limitation, be based on the interest rate on certain bonds or may be based on interest rate, currency, commodity or other indices.

Variable Interest Rate Obligations

“Variable Interest Rate Obligations” means, for any period of time, any Parity Obligations that bear a Variable Interest Rate during such period.

Wastewater Project

“Wastewater Project” means any additions, betterments, extensions or improvements to the Wastewater System designated by the City Council of the City as a designated Wastewater Project for the City.

Wastewater Service

“Wastewater Service” means the wastewater services made available or provided by the Wastewater System.

Wastewater System

“Wastewater System” means the whole and each and every part of the wastewater system of the City including the portion thereof existing on the date of this 2024 Installment Purchase Contract and including all additions, betterments, extensions and improvements to such system or any part thereof and hereafter acquired or constructed.

ARTICLE II

REFUNDING OF THE INSTALLMENT PAYMENTS DUE FOR THE PRIOR PROJECTS

Section 2.01. Refunding of the Installment Payments for the Prior Projects. The Authority agrees to refund the installment payments due by the City for the purchase of the Prior Projects. In order to implement this provision, the Authority agrees to deliver to the Trustee the sum of \$_____ from the proceeds of the 2024 Bonds to be deposited in the 2014 Escrow Fund with the Escrow Agent and the City agrees to use such amount (together with funds on deposit relating to the _____ Prior Projects in the amount of \$_____) to prepay the installment payments payable by the City for the purchase of the Prior Projects to the Authority as provided herein.

In the event the Authority fails to observe or perform any agreement, condition, covenant or term contained herein required to be observed or performed by it, the City may institute such action or proceeding against the Authority as the City may deem necessary or convenient to compel the observance or performance of such agreement, condition, covenant or term, or to recover damages for the nonobservance or nonperformance thereof. The City may, at its own cost and expense and in its own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to protect or secure its rights hereunder, and in such event the Authority agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Authority in any action or proceeding if the City shall so request.

ARTICLE III

2024 INSTALLMENT PAYMENTS

Section 3.01. Refunding Price.

(a) The Refunding Price to be paid by the City hereunder to the Authority for the refunding of the aggregate installment payments payable by the City under the 2014 Installment Sale Agreement is \$_____, payable in installments of principal together with interest on the unpaid principal balance thereof, all as provided in Section 3.01(b) (subject in each case to any right of prepayment provided herein), plus the 2024 Reserve Account deposits required pursuant to Section 4.02, which may be credited to the 2024 Installment Payments as provided herein.

(b) The interest on the unpaid balance of the principal amount of the City's obligations hereunder constituting the 2024 Installment Payments shall accrue from _____, 2024, at the following annual rates of interest per annum, and shall be paid by the City as and constitute interest paid on the principal amount of the City's obligations hereunder constituting the 2024 Installment Payments, namely:

Installment Payment Date (September 1)	Principal Installment	Interest Rate
2025		
2026		
2027		
2028		
2029		

Section 3.02. Payment of the 2024 Installment Payments. The City shall, subject to any right of prepayment as provided herein, pay the Authority the 2024 Installment Payments as herein provided, without offset or deduction of any kind, by paying the principal components of the 2024 Installment Payments annually in the amounts and on or before the date that is at least two (2) business days prior to September 1 in each of the years in accordance with Exhibit A attached hereto and incorporated herein and made a part hereof, together with the interest components of the 2024 Installment Payments, which interest components shall be paid semiannually on or before the date that is at least two (2) business days prior to each March 1 and

September 1, commencing March 1, 2025 (each such March 1 and September 1, a “2024 Installment Payment Date”), in the amounts set forth in Exhibit A attached hereto and incorporated herein and made a part hereof; provided, that in the event the City fails to make any 2024 Installment Payment when due, the defaulted 2024 Installment Payment shall continue as an obligation of the City, and the City shall pay the same with interest thereon from the due date thereof at the rate of interest applicable thereto.

The obligation of the City to pay the 2024 Installment Payments from the Net System Revenues as herein provided is absolute and unconditional, and until such time as the 2024 Installment Payments shall have been fully paid (or provision for the payment thereof shall have been made pursuant to Section 7.01), the City will not discontinue or suspend any 2024 Installment Payments required to be made by it under this section, whether or not the Wastewater System, or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to abatement because of any damage to, destruction or condemnation of the Wastewater System, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditioned upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 3.03. Prepayment of the 2024 Installment Payments. The City may prepay the principal components of the 2024 Installment Payments; provided, however, that the 2024 Bonds are not subject to redemption prior to their state maturity date pursuant to Section 2.03 of the 2024 Indenture, but the 2024 Bonds are subject to defeasance pursuant to the 2024 Indenture.

Notwithstanding any such prepayment, the City shall not be relieved of its obligations hereunder until all 2024 Installment Payments shall have been fully paid (or provision for the payment thereof shall have been made pursuant to Section 7.01).

ARTICLE IV

REVENUES

Section 4.01. Pledge of Net System Revenues; Revenue Fund.

(a) The City hereby grants to the Authority a lien on and a security interest in and pledge of all Net System Revenues to secure the payment of the 2024 Installment Payments and any Parity Obligations as provided herein, and the Net System Revenues shall not be used for any other purpose while any 2024 Installment Payments or any Parity Obligations remain unpaid; provided, that out of the Net System Revenues there may be apportioned such sums for such purposes as are expressly permitted by this article. This lien, security interest, and pledge shall constitute an exclusive lien on the Net System Revenues for the payment of the 2024 Installment Payments and any Parity Obligations in accordance with the terms hereof (subject to the incurrence of Parity Obligations in accordance with Section 4.03 hereof).

(b) All System Revenues shall be deposited as and when received in the Revenue Fund which fund is hereby continued in the treasury of the City and which fund shall be

maintained by the City, and all money in the Revenue Fund shall be set aside by the City and applied to the payment of Operation and Maintenance Costs, as and when required to be paid.

(c) The City hereby covenants to cause all Net System Revenues to be allocated and applied as provided in Section 4.02; provided, that pending the use by the City of the Net System Revenues for such purposes, such money may be invested by the City in Permitted Investments.

Section 4.02. Allocation of Net System Revenues. All Net System Revenues shall be set aside by the City at the following times and deposited in the following account or fund in the following order of priority:

(a) 2024 Installment Payment Fund Deposits. On or before the date that is two (2) business days prior to each 2024 Installment Payment Date, the City shall, from Net System Revenues, transfer to the Trustee (on a parity with any required transfers of Net System Revenues for the payment of all other Parity Obligations) for deposit in the 2024 Installment Payment Fund a sum equal to the amount of the interest components becoming due hereunder on such 2024 Installment Payment Date and a sum equal to the amount of the principal components, if any, becoming due hereunder on such 2024 Installment Payment Date;

(b) Reserve Account Deposits. On each date required by the 2024 Indenture, after making the transfers and deposits required by paragraph (a) for 2024 Installment Payments and payments on Parity Obligations currently due and payable, the City shall, from Net System Revenues, transfer to the Trustee (on a parity with any required transfers of Net System Revenues for the replenishment of all other reserve accounts for all Parity Obligations) for deposit in the 2024 Reserve Account a sum equal to the amount, if any, required by the terms of the 2024 Indenture, to be necessary to restore the 2024 Reserve Account to the 2024 Reserve Requirement, on such date (taking into account the then available amount of the Reserve Fund Policy); and

(c) Surplus Net System Revenues. On any date, provided that (i) all transfers and deposits required by paragraph (a) for 2024 Installment Payments and payments on Parity Obligations currently due and payable have been made and (ii) all transfers required to be made on such date by paragraph (b) have been made, Net System Revenues may be used for any lawful purpose, including, but not limited to the payment of any obligations secured by Net System Revenues on a priority subordinate to the Parity Obligations or the payment of any Termination Payment;

provided, that no such transfers to and deposits in the 2024 Installment Payment Fund need be made if the amount available and contained therein is at least equal to the interest component becoming due hereunder on such 2024 Installment Payment Date, plus the principal component, if any, becoming due hereunder on such 2024 Installment Payment Date and if the 2024 Indenture does not require a replenishment of the amounts contained in the 2024 Reserve Account; and provided further, that nothing in this section shall be construed to limit the City's ability to make other transfers and deposits at any time from Net System Revenues for the payment of debt service, reserve replenishment, credit enhancement reimbursement costs and Payment Agreement Payments to the extent required with respect to additional Parity Obligations incurred in accordance with Section 4.03.

Section 4.03. Additional Obligations.

(a) The City will not incur any obligations payable from Net System Revenues superior to the payment of the 2024 Installment Payments.

(b) Without regard to Section 4.03(c), the City may at any time enter into or create an obligation or commitment which is a Credit Provider Reimbursement Obligation or a Payment Agreement.

(c) The City may at any time and from time to time issue or create any other Parity Obligations (in addition to the 2024 Installment Payments, which may be incurred without compliance with this Section 4.03), provided:

(1) There shall not have occurred and be continuing (i) an Event of Default under the terms of this 2024 Contract or any Issuing Document or (ii) an Event of Default or Termination Event (as defined in any Payment Agreement) under any Payment Agreement; and

(2) The City obtains or provides a certificate or certificates, prepared by the City or at the City's option by a Consultant, showing that either:

(A) the Adjusted Net System Revenues for either the most recent Fiscal Year for which audited financial statements are available or any 12 consecutive calendar month period during the 18 consecutive calendar month period ending immediately prior to the incurring of such additional Parity Obligations were at least sufficient to satisfy the Coverage Requirement for each of the next five full Fiscal Years following the incurring of such additional Parity Obligations or each of the next three full Fiscal Years following the incurring of such additional Parity Obligations during which no interest is capitalized, whichever is later, including the Parity Debt Service during such Fiscal Years on such additional Parity Obligations; and for the purpose of providing such certificate or certificates, the City or the City's Consultant, as applicable, may adjust the Adjusted Net System Revenues for such Fiscal Year or 12 calendar month period, as the case may be, to reflect:

(i) an allowance for Net System Revenues that would have been derived from each new connection to the Wastewater System that was made prior to the incurrence of such additional Parity Obligations but which was not in existence, during all or any part of such Fiscal Year or 12 calendar month period under consideration, in an amount equal to the estimated additional Net System Revenues that would have been derived from each such connection if it had been made prior to the beginning of such Fiscal Year or 12 calendar month period, and

(ii) an allowance for Net System Revenues that would have been derived from any increase in the rates, fees and charges fixed and prescribed for Wastewater Service which became effective prior to the incurrence of such additional Parity Obligations but which was not in effect,

during all or any part of such Fiscal Year or 12 calendar month period, in an amount equal to the estimated additional Net System Revenues that would have been derived from such increase in rates, fees and charges if it had been in effect prior to the beginning of such Fiscal Year or 12 calendar month period; or

(B) the estimated Adjusted Net System Revenues for each of the five full Fiscal Years next following the earlier of (i) the end of the period during which interest on such additional Parity Obligations is to be capitalized or, if no interest is capitalized, the Fiscal Year in which such additional Parity Obligations are incurred, or (ii) the date on which substantially all Wastewater Projects financed with such additional Parity Obligations plus all Wastewater Projects financed with all existing Parity Obligations are expected to commence operations, will be at least sufficient to satisfy the Coverage Requirement for such period; and for the purpose of providing such certificate or certificates, the City or the City's Consultant, as applicable, may adjust the foregoing estimated Adjusted Net System Revenues to reflect:

(i) an allowance for Net System Revenues that are estimated to be derived from any increase in the rates, fees and charges for Wastewater Service which have been adopted by the City and which will be in effect during all or any portion of the period for which such estimates are provided; and

(ii) an allowance for Net System Revenues that are estimated to be derived from new customers of the Wastewater System anticipated to be served by any additions or improvements to or extensions of the Wastewater System reasonably expected to become available during such five year period in an amount equal to the additional Net System Revenues that are estimated to be derived from such customers.

For purposes of clause (B) above, with respect to Operation and Maintenance Costs, the City or the City's Consultant, as applicable, shall use such assumptions (which shall be set forth in such certificate or certificates) as such believes to be reasonable, taking into account: (i) historical Operation and Maintenance Costs, (ii) Operation and Maintenance Costs associated with the additions or improvements to or extensions of the Wastewater System to be financed with the proceeds of such additional Parity Obligations and any other new additions or improvements to or extensions of the Wastewater System during such five year period and (iii) such other factors, including inflation and changing operations or policies of the City, as the City or the City's Consultant, as applicable, believes to be appropriate.

The certificate or certificates described above in subsection (c)(2) shall not be required if the Parity Obligations being issued are for the purpose of refunding (x) then outstanding Parity Obligations, if at the time of the issuance of such refunding Parity Obligations a certificate of the City shall be delivered showing that Parity Debt Service in each Fiscal Year on all Parity Obligations outstanding after the issuance of the refunding Parity Obligations will not exceed 110% of Parity Debt Service in each corresponding Fiscal Year on all Parity Obligations

outstanding prior to the issuance of such refunding Parity Obligations; or (y) then outstanding Balloon Obligations or Variable Interest Rate Obligations, but only to the extent that the principal amount of such Balloon Obligations or Variable Interest Rate Obligations has been put, tendered to or otherwise purchased by a standby purchase or other liquidity facility relating to such Balloon Obligations or Variable Interest Rate Obligations.

(d) Without regard to Section 4.03(c), the City may issue or incur obligations secured by Net System Revenues on a priority subordinate to the Parity Obligations and such obligations may be paid only in accordance with the provisions of Section 4.02 as long as (i) no Event of Default has occurred and is continuing (unless such Event of Default will not be continuing after the incurrence of such subordinate obligations) and (ii) no Event of Default or Termination Event (as defined in any Payment Agreement) under any Payment Agreement has occurred and is continuing (unless such Event of Default or Termination Event will not be continuing after the incurrence of such subordinate obligations).

ARTICLE V

COVENANTS OF THE CITY

Section 5.01. Compliance with and Amendment of 2024 Contract.

(a) The City will punctually pay the 2024 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate the 2024 Contract for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Wastewater System, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied. The City will, so long as any 2024 Installment Payments remain unpaid, apply Net System Revenues as provided herein.

(b) The City and the Authority shall not supplement, amend, modify or terminate any of the terms of the 2024 Contract, or consent to any such supplement, amendment, modification or termination, without the prior written consent of the Insurer and the Trustee, which such consent, in the case of the Trustee, shall be given only if (a) such supplement, amendment, modification or termination will not materially adversely affect the interests of the 2024 Bonds or result in any material impairment of the security hereby given for the payment of the 2024 Installment Payments, or (b) the Trustee first obtains the written consent of a majority in aggregate principal amount of the 2024 Bonds then Outstanding to such supplement, amendment, modification or termination; provided, that no such supplement, amendment, modification or termination shall reduce the amount of 2024 Installment Payments to be made to the Authority or the Trustee by the City pursuant to the 2024 Contract, or extend the time for making such 2024 Installment Payments, or permit the creation of any lien prior to the lien created by the 2024 Contract on Net System Revenues without the written consent of the Insurer and all of the Holders of all 2024 Bonds then Outstanding.

Section 5.02. Against Encumbrances. The City will not make any use of or encumber the Net System Revenues except as provided herein; provided, that so long as the City is not in default hereunder, the City may issue any obligations subordinate to the Parity Obligations that are payable from surplus Net System Revenues as provided in paragraph (c) of Section 4.02.

Section 5.03. Against Sale or Other Disposition of Property. The City will not sell, lease or otherwise dispose of the Wastewater System or any part thereof essential to the proper operation of the Wastewater System or to the maintenance of Net System Revenues. The City will not enter into any agreement which impairs the operation of the Wastewater System or any part thereof necessary to secure adequate Net System Revenues for the payment of Parity Obligations or which would otherwise impair the rights of the City with respect to Net System Revenues or the operation of the Wastewater System.

Section 5.04. Against Competitive Facilities. The City will not, to the extent permitted by law, acquire, purchase, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, purchase, maintain or operate within the City any wastewater system competitive with the Wastewater System.

Section 5.05. Tax Covenants. The City will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the interest components of the 2024 Installment Payments will not be included in the gross income of the owners of the 2024 Bonds (as defined in the 2024 Indenture) for federal income tax purposes under the Code and will be exempt from State of California personal income taxes, and will take no action that would result in such interest being so included or not being so exempt. Without limiting the foregoing, the City and the Authority will at all times comply with the requirements of the Tax Certificate executed in connection with the delivery of the 2024 Bonds. This covenant shall survive any defeasance or discharge of the 2024 Installment Payments pursuant to Article VII or any prepayment of principal components of the 2024 Installment Payments pursuant to Article III.

Section 5.06. Maintenance, and Operation of the Wastewater System. The City will maintain and preserve the Wastewater System in good repair and working order at all times and will operate the Wastewater System in an efficient and economical manner and will pay all Operation and Maintenance Costs as they become due and payable.

Section 5.07. Payment of Claims. The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on Net System Revenues or any part thereof or on any funds in the hands of the City or which might impair the security of the 2024 Installment Payments.

Section 5.08. Compliance with Contracts. The City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be kept, observed and performed by it contained in all contracts for the use of the Wastewater System and all other contracts affecting or involving the Wastewater System to the extent that the City is a party thereto.

Section 5.09. Insurance. The City will procure and maintain such insurance relating to the Wastewater System which it shall deem advisable or necessary to protect its interests and the interests of the Authority and the Trustee, which insurance shall afford protection in such amounts and against such risks as are usually covered in the State in connection with municipal wastewater systems comparable to the Wastewater System; provided, that any such insurance may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with municipal wastewater systems in the State comparable to the Wastewater System and is, in the opinion of an accredited actuary, actuarially sound. All policies of insurance required to be maintained herein shall provide that the Authority and the Trustee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 5.10. Accounting Records; Financial Statements and Other Reports.

(a) The City will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Wastewater System and the Net System Revenues and the Operation and Maintenance Costs relating thereto, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(b) The City will prepare annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2024) financial statements of the City for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

Section 5.11. Protection of Security and Rights of Authority. The City will preserve and protect the security hereof and the rights of the Authority to the 2024 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 5.12. Payment of Taxes and Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Wastewater System or any part thereof or upon Net System Revenues when the same shall become due. The City will duly observe and comply with all valid regulations and requirements of any governmental authority relative to the operation of the Wastewater System or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 5.13. Amount of Charges, Fees and Rates; Rate Stabilization Fund. The City will fix, prescribe and collect rates, fees and charges for the Wastewater Service during each Fiscal Year which are estimated to yield Net System Revenues for such Fiscal Year equal to at least the Coverage Requirement for such Fiscal Year. The City may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net System Revenues from

such reduced rates, fees and charges are estimated to be sufficient to meet the requirements of this section.

The City may establish a fund denominated the Rate Stabilization Fund. From time to time the City may deposit into the Rate Stabilization Fund, from current System Revenues, such amounts as the City shall determine and the amount of available current System Revenues in the Fiscal Year shall be reduced by the amount so transferred. Amounts may be transferred from the Rate Stabilization Fund and deposited in the Revenue Fund, and any amounts so transferred within 270 days after the end of a Fiscal Year shall be deemed System Revenues for such Fiscal Year when so transferred. The City may also apply moneys on deposit in the Rate Stabilization Fund for any lawful purpose. All interest or other earnings upon amounts in the Rate Stabilization Fund may be withdrawn therefrom and accounted for as System Revenues in accordance with the terms of this Section or used for any lawful purpose.

Section 5.14. Eminent Domain and Insurance Proceeds. If all or any part of the Wastewater System shall be taken by eminent domain proceedings, or if the City receives any insurance proceeds resulting from a casualty loss to the Wastewater System, the net proceeds thereof, at the option of the City, shall be applied either to (a) the prepayment of Parity Obligations, or (b) to acquire and construct additions, betterments or improvements to the Wastewater System to replace the condemned or destroyed portion of the Wastewater System.

Section 5.15. Continuing Disclosure. The City hereby agrees to comply with and carry out all of the provisions of the continuing disclosure undertaking relating to the 2024 Bonds. Notwithstanding any other provision of this 2024 Contract, failure of the City to comply with such undertaking shall not be considered an Event of Default under the 2024 Contract or the 2024 Indenture; provided, that the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least twenty-five per cent (25%) in aggregate principal amount of Outstanding 2024 Bonds, shall) or any Holder 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 City to comply with its obligations under this section. Capitalized terms used in this section but not defined in this 2024 Contract shall have the meanings given in the aforesaid continuing disclosure undertaking.

Section 5.16. Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 6.01. Events of Default. The following events shall constitute “Events of Default” hereunder:

(a) if default shall be made in the due and punctual payment of any 2024 Installment Payment when the same shall become due and payable;

(b) if default shall be made by the City in the performance of any of the other agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of thirty (30) days after the City shall have been given notice in writing of such default by the Authority or the Trustee;

(c) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property; or

(d) if an event of default (as defined in any Parity Obligation or Issuing Document) shall have occurred.

Notwithstanding anything to the contrary contained herein, in no event are the 2024 Installment Payments subject to acceleration if an Event of Default occurs and is continuing.

Section 6.02. Distribution of Assets. Upon the date of the declaration of an Event of Default by the Authority as provided in Section 6.01, all Net System Revenues shall be applied in the following order —

(1) First, to the payment of the costs and expenses of the Trustee (as assignee of the Authority), if any, in carrying out the provisions of this article, including reasonable compensation to its agents, accountants and counsel and including any expenses of the Authority in indemnifying the Trustee;

(2) Second, to the payment of interest and regularly scheduled payments then due on Parity Obligations (except Termination Payments), and, if the amount available shall not be sufficient to pay in full all such interest and regularly scheduled payments then due and payable, then to the payment thereof ratably, according to the amounts due thereon without any discrimination or preference;

(3) Third, to the payment of the unpaid principal amount of the Parity Obligations then due and payable with interest on the overdue principal and interest amounts of the unpaid Parity Obligations at the rate or rates of interest then applicable to such Parity Obligations if paid in accordance with their terms, and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Parity Obligations on any date, together with such interest, then to the payment thereof ratably, according to the principal amount due on such date, without any discrimination or preference;

(4) Fourth, to the required replenishment of any debt service reserves with respect to the Parity Obligations (including Credit Support Reimbursement Obligations);

(5) Fifth, to the payment of any other amounts becoming due and payable with respect to Parity Obligations; and

(6) Sixth, to the payment of the costs and expenses of the Authority, if any, in carrying out the provisions of this article, including reasonable compensation to its agents, accountants and counsel, that were not paid pursuant to clause (1) above;

(7) Seventh, to the payment of all other amounts due and payable by the City from Net System Revenues, including, but not limited to the payment of obligations secured by Net System Revenues on a priority subordinate to the Parity Obligations, and to the payment of any Termination Payments on any Payment Agreements.

Section 6.03. Remedies of the Authority. The Authority shall have the right —

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any councilmember, officer or employee thereof, and to compel the City or any such councilmember, officer or employee to perform and carry out its duties under agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its councilmembers, officers and employees to account as the trustee of an express trust.

Section 6.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the 2024 Installment Payments to the Authority at their respective due dates or upon prepayment as provided herein from the Net System Revenues, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract, and no delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the City and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 6.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by applicable law.

ARTICLE VII

DISCHARGE OF OBLIGATIONS

Section 7.01. Discharge of Obligations.

(a) If the City shall pay or cause to be paid all the 2024 Installment Payments at the times and in the manner provided herein, the right, title and interest of the Authority herein and the obligations of the City hereunder shall thereupon cease, terminate, become void and be completely discharged and satisfied, except as provided in Section 5.05.

(b) Any unpaid principal component of the 2024 Installment Payments shall on its scheduled payment date or date of prepayment be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if the City makes payment of such 2024 Installment Payments and the interest thereon in the manner provided herein, and money for the purpose of such payment or prepayment is then held by the Trustee.

(c) All or any portion of unpaid principal components of the 2024 Installment Payments shall, prior to their scheduled payment dates or dates of prepayment, be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section (except that the City shall remain liable for the payment of such 2024 Installment Payments, but only out of the money or securities deposited with the Trustee or an escrow agent as hereinafter described) if (i) notice is provided by the City to the Trustee and (ii) there shall have been deposited with the Trustee or such escrow agent either money in an amount which shall be sufficient to pay when due the principal components of such 2024 Installment Payments or such portions thereof and the interest thereon on and prior to their payment date or their dates of prepayment, as the case may be, or Federal Securities which are not subject to redemption prior to maturity except by the holder thereof (including any such Federal Securities issued or held in book entry form) the interest on and principal of which when paid will provide money which, together with money, if any, deposited with the Trustee or such escrow agent at the same time, shall be sufficient, as stated in a report of an Independent Certified Public Accountant addressed to the City and the Trustee or such escrow agent, to pay when due the principal components of such 2024 Installment Payments or such portions thereof and the interest thereon on and prior to their payment dates or their dates of prepayment, as the case may be.

ARTICLE VIII

PROVISIONS RELATING TO THE BOND INSURANCE POLICY AND THE RESERVE
FUND POLICY

Section 8.01. Provisions of this Article to Govern. Notwithstanding anything to the contrary set forth in this 2024 Contract, the provisions of this Article VIII shall govern this 2024 Contract.

Section 8.02. Notice and Other Information to be Given to the Insurer. The City will provide the Insurer with all notices and other information it is obligated to provide (1) under its Continuing Disclosure Certificate executed in connection with the 2024 Bonds and (2) to the holders of the 2024 Bonds or the Trustee under the 2024 Indenture. The notice address of the Insurer is set forth in Section 9.10 of this 2024 Contract.

Section 8.03. Defeasance. Defeasance of the 2024 Installment Payments under Section 7.01 of this 2024 Contract shall only be accomplished to the extent that the related 2024 Bonds are paid or deemed to have been paid under the 2024 Indenture.

Section 8.04. Insurer As Third Party Beneficiary. The Insurer is recognized as and shall be deemed to be a third party beneficiary of this 2024 Contract and may enforce the provisions of this 2024 Contract as if it were a party hereto.

Section 8.05. Additional Payments.

(a) To the extent permitted by law and solely from the Net System Revenues, the City agrees unconditionally that it will pay or reimburse the Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Insurer may pay or incur, including, but not limited to, fees and expenses of the Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the 2024 Indenture or 2024 Contract ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Insurer until the date the Insurer is paid in full.

(b) Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer, but solely from Net System Revenues (i) a sum equal to the total of all amounts paid by the Insurer under the Bond Insurance Policy (the "Bond Insurance Policy Payment"); and (ii) interest on such Bond Insurance Policy Payments from the date paid by the Insurer until payment thereof in full by the City, payable to Insurer at the Late Payment Rate per annum (collectively, "Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Insurer Reimbursement Amounts constitute Credit Provider Reimbursement Obligations and Parity Obligations under this 2024 Contract.

Section 8.06. Payment of Policy Costs — Reserve Fund Policy.

(a) Solely from the Net System Revenues, the City agrees that it will repay any draws under the Reserve Fund Policy and, to the extent permitted by law, pay all related reasonable expenses incurred by the Insurer. Interest shall accrue and be payable on such draws and, to the extent permitted by law, expenses from the date of payment by the Insurer at the Late Payment Rate.

(b) Repayment of draws under the Reserve Fund Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate Policy Costs related to such draw. The City hereby covenants and agrees that the Policy Costs constitute Credit Provider Reimbursement Obligations and Parity Obligations under this 2024 Contract.

(c) Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Fund Policy will be increased by a like amount, subject to the terms of the Reserve Fund Policy.

(d) If the City shall fail to pay any Policy Costs in accordance with the requirements of this Section 8.06, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the 2024 Indenture and this 2024 Contract other than (i) acceleration of the maturity of the 2024 Bonds or the 2024 Installment Payments, or (ii) remedies which would adversely affect the owners of the 2024 Bonds.

(e) The 2024 Contract shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City’s obligation to pay such amount shall expressly survive payment in full of the 2024 Bonds.

Section 8.07. No Acceleration of Parity Obligations. No Parity Obligations shall be subject to acceleration without the prior written consent of the Insurer.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Liability of City Limited to Net System Revenues. Notwithstanding anything contained herein, the City shall not be required to advance any money derived from any source of income other than the Net System Revenues and the other funds provided herein for the payment of the 2024 Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein; provided, that the City may advance money for any such purpose so long as such money is derived from a source legally available for such purpose and may be legally used by the City for such purpose.

The obligation of the City to make the 2024 Installment Payments is a special obligation of the City and is payable solely from the Net System Revenues and the other funds as provided herein, and does not constitute a debt of the City or the State of California or of any

political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Section 9.02. Benefits of Contract Limited to Parties and Beneficiary. Except as provided in Sections 8.03 and 8.04, nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Authority and their assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the City or the Authority shall be for the sole and exclusive benefit of the City, the Authority and their assigns.

Section 9.03. Assignment. The 2024 Contract and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the City. The assignment of the 2024 Contract or rights hereunder to the Trustee is solely in its capacity as Trustee and the duties, powers and liabilities of the Trustee in acting hereunder shall be subject to the provisions of the 2024 Indenture.

Section 9.04. Successor is Deemed Included in all References to Predecessor. Whenever either the City or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City or the Authority, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Authority with respect to the Wastewater System shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.05. Waiver of Personal Liability. No councilmember, officer or employee of the City shall be individually or personally liable for the payment of the 2024 Installment Payments, but nothing contained herein shall relieve any councilmember, officer or employee of the City from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 9.06. Article and Section Headings, Gender and References. 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, convenience or effect hereof, and words of any gender shall be deemed and construed to include all genders. 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,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the 2024 Contract as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.07. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof, and the City and the Authority hereby declare that they would have executed the 2024 Contract and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences,

clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.08. Net Contract. The 2024 Contract shall be deemed and construed to be a net contract, and the City shall pay absolutely net during the term hereof the 2024 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 9.09. California Law. The 2024 Contract shall be construed and governed in accordance with the laws of the State of California.

Section 9.10. Notices. All written notices to be given hereunder 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 party in writing from time to time, namely:

If to the City:

City of Stockton
425 N. El Dorado Street
Stockton, California 95202
Attention: Chief Financial Officer

If to the Authority:

Stockton Public Financing Authority
425 N. El Dorado Street
Stockton, California 95202
Attention: Treasurer

If to the Insurer:

Attention:
Telephone:
Telecopier:
Email:

In each case in which notice or other communication refers to an event of default or a claim on the Bond Insurance Policy or Reserve Fund Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: _____ and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 9.11. Effective Date. The 2024 Contract shall become effective upon its execution and delivery.

Section 9.12. Execution in Counterparts. The 2024 Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 9.13. Use of Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this 2024 Contract may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this 2024 Contract using an electronic signature, it is signing, adopting and accepting this 2024 Contract, and (ii) that signing this 2024 Contract using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this 2024 Contract on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this 2024 Contract in a usable format.

IN WITNESS WHEREOF, the parties hereto have executed the 2024 Contract by their officers thereunto duly authorized as of the day and year first written above.

CITY OF STOCKTON

By _____
[Name, Title]

STOCKTON PUBLIC FINANCING AUTHORITY

By _____
[Name, Title]

EXHIBIT A**2024 INSTALLMENT PAYMENT SCHEDULE**

2024 Installment Payment Date ⁽¹⁾	Interest Component	Principal Component	Total 2024 Installment Payments
3/1/2025			
6/30/2025			
9/1/2025			
3/1/2026			
6/30/2026			
9/1/2026			
3/1/2027			
6/30/2027			
9/1/2027			
3/1/2028			
6/30/2028			
9/1/2028			
3/1/2029			
6/30/2029			
9/1/2029			
6/30/2030			
Total:	\$		

- (1) Pursuant to the 2024 Contract, the 2024 Installment Payments are to be paid by the City to the Trustee on the date that is at least two (2) business days prior to each 2024 Installment Payment Date specified.

\$ _____
STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024
(WASTEWATER REFUNDING PROJECT)

BOND PURCHASE AGREEMENT

_____, 2024

Stockton Public Financing Authority
 425 N. El Dorado Street
 Stockton, California 95202

City of Stockton
 425 N. El Dorado Street
 Stockton, California 95202

Ladies and Gentlemen:

Hilltop Securities Inc., on behalf of itself and as representative (the “**Representative**”) of Oppenheimer & Co. Inc. (collectively, with the Representative, the “**Underwriters**”), hereby offers to enter into this Bond Purchase Agreement (this “**Bond Purchase Agreement**”) with the Stockton Public Financing Authority (the “**Authority**”), a joint exercise of powers authority duly organized and validly existing under and pursuant to the laws of the State of California (the “**State**”), and the City of Stockton (the “**City**”), a municipal corporation and charter city duly organized and validly existing pursuant to the Constitution and laws of the State, which upon written acceptance of this offer, will be binding upon the Authority, the City and the Underwriters. This offer is made subject to the Authority’s and the City’s written acceptance hereof on or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City.

Capitalized terms used and not defined herein shall have the same meanings as set forth in the 2024 Installment Purchase Contract, the 2024 Indenture and the Official Statement (each as defined below).

1. Purchase and Sale of the Series 2024 Bonds

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby jointly and severally agree to purchase from the Authority, and the Authority hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$ _____ aggregate principal amount of Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “**Series 2024 Bonds**”). The Series 2024 Bonds will be issued on the Closing Date (as hereinafter defined), in the principal amount of \$ _____. The Series 2024 Bonds will bear interest from the Closing Date at the respective rates and will mature in the principal amounts on the respective dates set forth on Schedule I attached hereto. The purchase price for the Series 2024 Bonds shall be \$ _____, being the principal amount

of the Series 2024 Bonds plus original issue premium of \$ _____ and less an Underwriters' discount of \$ _____.

The Representative represents and warrants that: (i) it has been duly authorized by and on behalf of the Underwriters to execute this Bond Purchase Agreement; and (ii) it has been duly authorized by the Underwriters to act hereunder and, as the representative of the Underwriters, to take all actions, and waive any condition or requirement, required or permitted to be taken or waived hereunder by the Underwriters. The Underwriters shall not designate any other representative except upon the approval of the Authority and the City (which approval shall not be unreasonably withheld). The Underwriters agree to comply with all applicable Securities and Exchange Commission rules and rules of the Municipal Securities Rulemaking Board (the “MSRB”) governing the offering, sale and delivery of the Series 2024 Bonds to ultimate purchasers.

The Authority and the City acknowledge and agree that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction among the Authority, the City and the Underwriters and the Underwriters have financial and other interests that differ from those of the Authority and/or the City; (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Authority or the City and have not assumed any advisory or fiduciary responsibility to the Authority or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority or the City on other matters); (iii) other than as imposed by law, the only obligations the Underwriters have to the Authority and/or the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Authority and the City have each consulted their own financial and/or municipal, legal, accounting and other advisors, as applicable, to the extent it has deemed appropriate. The Authority and the City acknowledge that they have previously provided the Representative with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **Description and Purpose of the Series 2024 Bonds**

The Series 2024 Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the 2024 Indenture, dated as of August 1, 2024 (the “**2024 Indenture**”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”). The Series 2024 Bonds are [not] subject to redemption prior to maturity, as provided in the 2024 Indenture.

The Series 2024 Bonds are limited obligations of the Authority payable from and secured by a pledge of the Revenues (as defined in the 2024 Indenture) comprised primarily of 2024 Installment Payments to be made by the City pursuant to the 2024 Installment Purchase Contract, dated as of August 1, 2024 (the “**2024 Installment Purchase Contract**”), between the Authority and the City.

The pledge and right of payment from Net System Revenues securing the 2024 Installment Payments (which, in turn, constitute the primary source of the Revenues that are pledged to secure the repayment of the Series 2024 Bonds) is on a parity to the pledge and right of payment from Net System Revenues securing (1) installment payments made by the City to the Authority in connection with a bond issued by the United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, in the original aggregate principal amount of up to \$108,000,000, which is current outstanding in the

aggregate principal amount of \$[____], and (2) a November 2021 loan issued by the California State Water Resources Control Board in the original aggregate principal amount of \$46,800,000, which is currently outstanding in the aggregate principal amount of \$[____], and that will remain outstanding following the issuance of the Series 2024 Bonds.

The proceeds of the sale of the Series 2024 Bonds will be used to: (i) refund all of the outstanding principal amount of the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project); [(ii) pay the premiums of a municipal bond insurance policy (the “**Policy**”) and a municipal bond debt service reserve insurance policy (the “**Reserve Policy**”) for the Series 2024 Bonds, each to be issued by _____ (the “**Insurer**”);] and (iii) pay certain costs for the Series 2024 Bonds.

[The scheduled payment of principal of and interest on the Series 2024 Bonds when due will be guaranteed under the Policy to be issued concurrently with the delivery of the Series 2024 Bonds by the Insurer. The Insurer will also issue the Reserve Policy concurrently with the delivery of the Series 2024 Bonds.]

3. **Public Offering**

(a) The Underwriters agree to make a bona fide public offering of all the Series 2024 Bonds initially at prices not in excess of the public offering prices (or less than the yields) set forth on Schedule I attached hereto and incorporated herein by this reference. Subsequent to the initial public offering, the Underwriters reserve the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Series 2024 Bonds, provided that the Underwriters shall not change the interest rates set forth on Schedule I. The Series 2024 Bonds may be offered and sold to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters, at prices lower than such initial public offering prices. In connection with the sale and delivery of the Series 2024 Bonds, the Representative will deliver an Issue Price Certificate substantially in the form attached hereto as Exhibit A.

(b) The Authority and the City hereby authorize the use by the Underwriter of the 2024 Indenture and the 2024 Installment Purchase Contract in connection with the public offering and sale of the Series 2024 Bonds.

4. **Delivery of Official Statement; Continuing Disclosure**

(a) Preliminary Official Statement. The Authority and the City have delivered or caused to be delivered to the Underwriters prior to the execution of this Bond Purchase Agreement, copies, including electronic copies, of the Preliminary Official Statement dated _____, 2024 relating to the Series 2024 Bonds (the “**Preliminary Official Statement**”). Such Preliminary Official Statement is the official statement deemed final by the Authority and the City for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “**Rule**”), except for certain information permitted to be omitted therefrom by the Rule, and approved for distribution by the Underwriters by resolution of the Board of Directors of the Authority and by the City Council of the City. The Authority and the City hereby ratify and confirm their authorization of the use by the Underwriters prior to the date hereof of the Preliminary Official Statement.

(b) Final Official Statement. Within seven (7) business days from the date hereof, and in any event not later than two business days prior to the Closing Date, the Authority and the City shall deliver to

the Underwriters a final Official Statement, which may be in electronic form, executed on behalf of the Authority and the City by authorized representatives of such entities, which shall include information permitted to be omitted from the Preliminary Official Statement by paragraph (b)(1) of the Rule and with such other amendments or supplements as shall have been approved by the Authority, the City and the Representative (the “**Final Official Statement**”) and such additional conformed copies thereof, which may be electronic copies, as the Underwriters may reasonably request in sufficient quantities to comply with the Rule and rules of the MSRB and to meet potential customer requests for copies of the Final Official Statement. The Authority and the City hereby agree to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the Securities and Exchange Commission. Electronic copies of the Official Statement shall be filed and posted by the Representative on the MSRB’s Electronic Municipal Market Access System (“**EMMA**”) in connection with the offer and sale of the Series 2024 Bonds as provided herein, which may be in lieu of hard copies of the Official Statement. The Authority and the City hereby authorize the Underwriters to use the Final Official Statement and the information contained therein in connection with the offering and sale of the Series 2024 Bonds. The Authority and the City shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one (1) business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32. The Underwriters covenant to file, or cause to be filed, the Official Statement (and any supplement and amendment thereof furnished to the Underwriters pursuant to this Section 4), with EMMA.

(c) Continuing Disclosure Certificate. In order to enable the Underwriters to comply with the Rule, the City will execute a Continuing Disclosure Certificate concurrently with issuance of the Series 2024 Bonds substantially in the form attached as Appendix D to the Final Official Statement (the “**Continuing Disclosure Certificate**”).

5. **Closing**

At 8:30 a.m. Pacific time on _____, 2024, or such other time as shall be agreed upon by the Representative, the City and the Authority (the “**Closing Date**”), the Authority will deliver or cause to be delivered to the Underwriters by electronic means provided by Hawkins Delafield & Wood LLP, San Francisco, California (“**Bond Counsel**”), or by such other means as may be designated by the Representative and approved by the Authority and the City), the closing documents hereinafter mentioned and, through the F.A.S.T. facilities of The Depository Trust Company (“**DTC**”), the Series 2024 Bonds in the form of registered book-entry bonds evidenced by one certificate for each maturity of the Series 2024 Bonds (which may be typewritten) in denominations of \$5,000 or any multiple thereof, duly executed by the Authority and authenticated by the Trustee, and subject to the terms and conditions hereof the Underwriters will accept delivery of the Series 2024 Bonds in book-entry form, and the Underwriters will pay the purchase price of the Series 2024 Bonds set forth in Section 1 by Federal Funds wire (such delivery and payment being herein referred to as “**Closing**”).

6. **Representations, Warranties and Agreements of the Authority**. For purposes of this Section 6, “to the best of the Authority’s knowledge” means to the best knowledge of the officers thereof.

The Authority represents, warrants and covenants with the City and the Underwriters that:

- (a) the Authority is a joint exercise of powers authority duly organized and validly existing under and pursuant to the laws of the State, with full legal right, power and authority to issue, sell and deliver the Series 2024 Bonds to the Underwriters pursuant to the 2024 Indenture, and execute, deliver and perform its obligations, as the case may be, under this Bond Purchase Agreement, the Series 2024 Bonds, the 2024 Installment Purchase Contract and the 2024 Indenture (collectively, the “**Legal Documents**”) and to carry out and consummate all transactions on its part contemplated by each of the aforesaid documents and the Final Official Statement, and compliance by the Authority with the provisions of the Legal Documents will not materially conflict with or constitute a breach of or default under any applicable constitutional provision, law, administrative regulation, court order or consent decree or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the Authority is a party or may be otherwise subject;
- (b) the resolution adopted by the Board of Directors of the Authority on [July 9, 2024] approving and authorizing the execution and delivery by the Authority of the Legal Documents, the Preliminary Official Statement, the Final Official Statement and the Series 2024 Bonds (the “**Authority Resolution**”) was duly adopted at a meeting of the Authority called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed;
- (c) when delivered by the Authority and paid for by the Underwriters in accordance with the provisions of this Bond Purchase Agreement, the Series 2024 Bonds will have been duly authorized, executed and delivered by, and will constitute the valid and binding limited obligations of, the Authority in conformity with, and entitled to the benefit and security of, the 2024 Indenture;
- (d) the Authority has duly authorized and approved the execution and delivery of the Legal Documents and when fully executed and delivered, the Legal Documents, assuming due authorization, execution and delivery by the other respective parties thereto, will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally;
- (e) except as otherwise disclosed in the Final Official Statement, as of the Closing, the Authority will be in compliance with the covenants and agreements contained in the Legal Documents, and no event has occurred and is continuing which, with the passage of time or giving of notice, or both, would, to the knowledge of the Authority, constitute an event of default thereunder;
- (f) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the preparation and distribution of the Preliminary Official Statement and the Official Statement or the due performance by the Authority of its obligations under the Legal Documents have been duly obtained or made, and are, and will be as of the Closing Date, in full force and effect;
- (g) the Authority will comply with the requirements of the Tax Certificate executed by the Authority and the City in connection with the delivery of the Series 2024 Bonds;
- (h) any certificate signed by any officer of the Authority and delivered to the Underwriters pursuant to the Legal Documents or any document contemplated hereby or thereby shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein and that such officer shall have been duly authorized to execute the same;

(i) as of the date hereof there is not, and as of the Closing Date there will not be, a public vote or referendum pending or proposed, the results of which could materially adversely affect the transactions contemplated by the Preliminary Official Statement, the Official Statement, the Legal Documents or the Series 2024 Bonds, or the Revenues securing the Series 2024 Bonds, or the validity or enforceability of the Legal Documents or the Series 2024 Bonds;

(j) the 2024 Indenture creates a valid pledge of and grant of a first priority security interest in the Revenues purported to be pledged thereby, subject to no prior pledges or security interests other than as described in the Final Official Statement;

(k) the information under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION – The Authority” in the Preliminary Official Statement, as of the date of the Preliminary Official Statement and as of the date hereof, was and is true and correct in all material respects, and did not and does not contain a misstatement of any material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading;

(l) the information under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION – The Authority” in the Final Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and such information in the Final Official Statement contains, and up to and including the Closing will contain, no misstatement of any material fact and does not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading;

(m) the Authority will advise the Representative and the City promptly of any proposal to amend or supplement the Final Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Representative and the City, which consents will not be unreasonably delayed or withheld, and the Authority will advise the Representative and the City promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Final Official Statement in connection with the offering, sale or distribution of the Series 2024 Bonds;

(n) as of the time of acceptance hereof and as of the time of the Closing, except as otherwise disclosed in the Preliminary Official Statement and the Final Official Statement, the Authority is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach or default would materially adversely affect the security for the Series 2024 Bonds or the Authority’s performance under the Legal Documents; and, as of such times, except as disclosed in the Final Official Statement, the authorization, execution and delivery by the Authority of the Legal Documents and the Series 2024 Bonds and compliance by the Authority with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other instrument to which the Authority (or any of its officers in their respective capacities as such) is subject,

or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Series 2024 Bonds and the Legal Documents;

(o) as of the time of acceptance hereof and the Closing, except as disclosed in the Preliminary Official Statement and the Final Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, notice of which has been given to the Authority, before or by any court, government agency, public board or body, is pending or to the best of the Authority's knowledge after reasonable investigation, threatened (i) in any way questioning the corporate existence of the Authority or the titles of the Commissioners, Chair, Vice Chair or Secretary and Treasurer of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Series 2024 Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Series 2024 Bonds, or in any way contesting or affecting the validity of the Series 2024 Bonds, the Legal Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the Series 2024 Bonds from gross income for Federal income tax purposes or contesting the powers of the Authority or its authority to issue the Series 2024 Bonds; (iii) which may result in any material adverse change relating to the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Final Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, nor, to the knowledge of the Authority, is there any basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this paragraph;

(p) for purposes of the Rule, the Authority has heretofore deemed final the Preliminary Official Statement prior to its use and distribution by the Underwriters, except for the information specifically permitted to be omitted by paragraph (b)(1) of the Rule; and

(q) the Authority has not entered into any contract or agreement that would limit or restrict the Authority's ability to enter into this Bond Purchase Agreement for the sale of the Series 2024 Bonds to the Underwriters.

All representations, warranties and agreements of the Authority shall remain operative and in full force and effect, regardless of any investigations made by or on the Underwriters' behalf, and shall survive the delivery of the Series 2024 Bonds.

7. Representations, Warranties, and Agreements of the City. The City represents, warrants and covenants with the Underwriters that:

(a) the City is a municipal corporation and charter city duly organized and validly existing pursuant to the Constitution and laws of the State, with full legal right, power, and authority to execute, deliver and perform its obligations, as the case may be, under this Bond Purchase Agreement, the Continuing Disclosure Certificate and the 2024 Installment Purchase Contract (collectively, the "**City's Legal Documents**") and to carry out and consummate all transactions on its part contemplated by each of the City's Legal Documents, and compliance by the City with the provisions of the City's Legal Documents will not materially conflict with or constitute a breach of or default under any applicable

constitutional provision, law, charter provision, administrative regulation, court order or consent decree or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the City is a party or may be otherwise subject;

(b) the resolution adopted by the City Council of the City on [July 9, 2024] approving and authorizing the execution and delivery by the City of the City's Legal Documents, the Preliminary Official Statement, the Final Official Statement and the Series 2024 Bonds (the "**City Resolution**") was duly adopted at a meeting of the City called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed;

(c) as of the time of acceptance hereof and the Closing, except as otherwise disclosed in the Preliminary Official Statement and the Final Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, notice of which has been given to the City, or by or before any court, governmental agency, public board or body pending or, to the best knowledge of the City, after reasonable investigation, threatened against or affecting the City (i) which in any way contests the existence, organization or powers of the City or the title of the officers of the City to their respective offices, or (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2024 Bonds, or the payment or collection of revenues or assets of the City pledged or to be pledged to pay the obligations of the City under the 2024 Installment Purchase Contract, or the pledge thereof, or (iii) in any way contesting or affecting the validity or enforceability of the City's Legal Documents, or (iv) contesting the power of the City or its authority with respect to the Series 2024 Bonds or the City's Legal Documents, (v) contesting the exclusion of interest on the Series 2024 Bonds from gross income for Federal income tax purposes or contesting the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Final Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; nor, to the best knowledge of the City, is there any basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (v) of this paragraph;

(d) the execution and delivery of the City's Legal Documents, the adoption of the City Resolution and compliance by the City with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject;

(e) the City has duly authorized the preparation and distribution of the Preliminary Official Statement and the Final Official Statement and the execution and delivery of the City's Legal Documents and when executed and delivered, the City's Legal Documents, assuming due authorization, execution and delivery by the other respective parties thereto, will constitute the legally valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally;

(f) except as otherwise disclosed in the Preliminary Official Statement and the Final Official Statement, the City is not in violation or breach of or default under any applicable law or administrative regulation of the State or the United States of America, or any agency or instrumentality of either of

them, 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, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a violation or a breach of or a default under any such instrument; which violation, breach or default would materially adversely affect the security of the Series 2024 Bonds or the City's performance under the City's Legal Documents; and, except as disclosed in the Preliminary Official Statement and the Final Official Statement, the authorization, execution and delivery by the City of the City's Legal Documents and compliance by the City with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, which conflict, breach or default would materially adversely affect the security of the Series 2024 Bonds or the City's performance under the City's Legal Documents; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the City's Legal Documents;

(g) as of the date hereof, the City is, and as of the Closing Date will be, except as otherwise disclosed in the Preliminary Official Statement and the Final Official Statement, in compliance with the covenants and agreements contained in the City's Legal Documents, and no event has occurred and is continuing which, with the passage of time or giving of notice, or both, would, to the knowledge of the City, constitute an event of default thereunder shall have occurred and be continuing;

(h) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the preparation and distribution of the Preliminary Official Statement and the Final Official Statement or the due performance by the City of its obligations under the City's Legal Documents have been duly obtained or made and are in full force and effect;

(i) the City will comply with the requirements of the Tax Certificate executed by the Authority and the City in connection with the delivery of the Series 2024 Bonds;

(j) any certificate signed by any duly authorized officer of the City and delivered to the Underwriters pursuant to the City's Legal Documents or any document contemplated thereby shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein;

(k) to the best knowledge of the City as of the date hereof, there is no public vote or referendum pending or proposed, the results of which could adversely affect the transactions contemplated by the Final Official Statement, the City's Legal Documents or the Series 2024 Bonds, or the Revenues securing the Series 2024 Bonds, or the validity or enforceability of the Series 2024 Bonds;

(l) the City has full legal right, power and authority to pledge the Net System Revenues, and the pledge of the Net System Revenues pursuant to the 2024 Installment Purchase Contract constitutes a valid first priority lien and pledge on the Net System Revenues purported to be pledged thereby, subject to no prior pledges or security interests other than as described in the Final Official Statement;

(m) the information in the Preliminary Official Statement, as of its date and as of the date hereof, was and is true and correct in all material respects, and contained and contains no untrue statement of any material fact, and did not and does not omit to state any material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading, provided, however, the City makes no representation or warranty with respect to the information concerning the Insurer, the Policy, the Reserve Policy, DTC and its book-entry system, or with respect to any statements or omissions made in reliance upon and in conformity with information furnished to the City in writing by the Underwriters expressly for use in the Preliminary Official Statement which the parties agree consists only of the information under the heading “UNDERWRITING” in the Preliminary Official Statement;

(n) the information in the Final Official Statement is, and at all times subsequent to the date of the Final Official Statement up to and including the Closing Date will be, true and correct in all material respects, and the Final Official Statement contains, and up to and including the Closing Date will contain, no untrue statement of any material fact and does not, and up to and including the Closing Date will not, omit to state any material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading, provided, however, (i) the City makes no representation or warranty with respect to any information concerning the Insurer, the Policy, the Reserve Policy, DTC and its book-entry system or with respect to any statements or omissions made in reliance upon and in conformity with any information furnished to the City in writing by the Underwriters expressly for use in the Final Official Statement and any amendment or supplement thereto, and (ii) the City acknowledges that the only information relating to the Underwriters furnished to the City in writing by the Underwriters expressly for use in the Final Official Statement and any amendment or supplement thereto is the identity of the Underwriters on the bottom of the cover page of the Final Official Statement and the information under the heading “UNDERWRITING” in the Final Official Statement and the pricing information appearing on the inside front cover of the Final Official Statement;

(o) the City will advise the Representative and the Authority promptly of any proposal to amend or supplement the Final Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Representative and the Authority which consents will not be unreasonably delayed or withheld, and the City will advise the Representative and the Authority promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Final Official Statement in connection with the offering, sale or distribution of the Series 2024 Bonds;

(p) the City has not, in the last five years, failed to comply in any material respect with its obligations under any continuing disclosure undertaking entered into pursuant to the Rule except as disclosed in the Preliminary Official Statement and Final Official Statement. The City will undertake, pursuant to the Continuing Disclosure Certificate to provide annual reports and notices of certain events in accordance with the requirements of the Rule.

(q) for purposes of the Rule, the City has heretofore deemed final the Preliminary Official Statement prior to its use and distribution by the Underwriters, except for the information specifically permitted to be omitted by paragraph (b)(1) of the Rule;

(r) the financial statements of the City for Fiscal Year ended June 30, 2023 fairly present the financial position of the City and results of operations thereof as of the dates and for the periods therein

set forth, and the City believes that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied;

All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on the Underwriters' behalf, and shall survive the delivery of the Series 2024 Bonds

8. **Establishment of Issue Price.** (a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Authority and the City on the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(b) The Representative confirms that the Underwriters have offered each maturity of the Series 2024 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Schedule I. Each separate CUSIP number within a maturity will be treated as its own maturity for purposes of this Section 8. Except for any maturities subject to the hold-the-offering-price rule (as defined below) identified in Schedule I attached hereto, the Authority will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. Prior to the execution of this Bond Purchase Agreement, the Representative shall report to the Authority the price or prices at which the underwriters have sold to the public each maturity of Series 2024 Bonds.

(c) Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied, including any maturities for which the Authority and the Representative, on behalf of the other Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriters will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date;
- (ii) or the date on which the underwriters have sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall within one business day report to the Authority when the underwriters have sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date (this reporting requirement, if applicable, together with the reporting requirement in the immediately preceding paragraph, the "**Reporting Requirements**").

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such underwriter or dealer that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in subsection (c) of this Section 8, the Representative will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the

requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement to adhere to the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

9. Conditions to the Obligations of the Underwriters

The Underwriters hereby enter into this Bond Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein, and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the Authority, the City and the Trustee of their respective obligations both on and as of the date hereof and on and as of the Closing Date. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2024 Bonds on the Closing Date shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations and warranties of the Authority and 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 Authority, the City and the Trustee made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the Authority, the City and the Trustee of their respective obligations to be performed hereunder and under the Series 2024 Bonds, the Legal Documents and the City's Legal Documents at or prior to the date hereof and at or prior to the Closing Date, and also shall be subject to the following additional conditions:

- (a) On the Closing Date, the Legal Documents and the City's Legal Documents shall have been duly authorized, executed and delivered by the Authority and by the City where each is a party, all in substantially the forms heretofore submitted to the Representative, with only such changes as shall have been agreed to in writing by the Representative, and shall be in full force and effect; and there shall be in full force and effect such resolutions and ordinances of the Board of Directors of the Authority and the City Council as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;
- (b) On the Closing Date, all necessary action of the Authority and the City relating to the issuance and sale of the Series 2024 Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented;
- (c) On or prior to the time of the Closing, the Underwriters shall have received the following documents, in each case reasonably satisfactory in form and substance to the Representative:
 - (i) the Official Statement and each supplement or amendment thereto, if any
 - (ii) one copy of the Legal Documents and the City's Legal Documents, each duly executed and delivered by the respective parties thereto;
 - (iii) the approving opinion, dated the date of the Closing and addressed to the Authority, of Bond Counsel in substantially the form of Appendix F to the Final Official Statement, and a letter of such counsel, dated the Closing Date, and addressed to the Underwriters to the effect that such opinion may be relied upon by the Underwriters to the same extent as if such opinion were addressed to them;
 - (iv) a supplemental opinion or opinions of Bond Counsel addressed to the Underwriters, in form and substance acceptable to the Representative, and dated the date of the Closing substantially to the following effect:
 - (A) the City and the Authority have duly and validly executed the Bond Purchase Agreement, and, assuming the due authorization, execution and delivery by and validity against the Underwriters, the Bond Purchase Agreement constitutes the legal, valid and binding agreement of the City and the

Authority, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and to the exercise of judicial discretion in appropriate cases;

(B) the statements contained in the Final Official Statement on the cover page and under the captions "INTRODUCTION," "THE 2024 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS," "TAX MATTERS," and in Appendices C and F thereto, are accurate insofar as such statements expressly summarize certain provisions of the Series 2024 Bonds, the 2024 Indenture, the 2024 Installment Purchase Contract, and Bond Counsel's final approving opinion relating to the Series 2024 Bonds; and

(C) the Series 2024 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the 2024 Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(v) a letter from Hawkins Delafield & Wood LLP ("**Disclosure Counsel**"), dated the Closing Date and addressed to the Underwriter, Authority and City, substantially to the effect that on the basis of the information developed in the course of such firm's performance of services as Disclosure Counsel, such firm is of the view, subject to certain limitations to be set forth in such letter, that as of the Closing Date such firm has no reason to believe that the Preliminary Official Statement as of its date and the date of this Bond Purchase Agreement and the Final Official Statement ([excluding therefrom financial, demographic, economic, engineering and statistical data, forecasts, numbers, charts, tables, graphs, projections, estimates, assumptions and expressions of opinion, CUSIP numbers (or other identification numbers, if applicable), ratings and information relating to [the Insurer, the Policy, the Reserve Policy,] DTC and the book-entry only system, and information in Appendices B, E and G], as to all of which such firm expresses no opinion) as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) the opinion of Kutak Rock LLP, Irvine, California, counsel to the Underwriters ("**Underwriters' Counsel**"), dated the Closing Date, addressed to the Underwriters, in form and substance satisfactory to the Underwriters;

(vii) the opinion of the counsel to the Authority dated the Closing Date and addressed to the Underwriters, substantially to the effect that: (A) the Authority is a joint exercise of powers authority duly organized and validly existing under the laws of the State of California; (B) the Authority Resolution was duly adopted at a regular meeting of the Authority that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed; (C) other than as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending, notice of which has been given to the Authority, or, to the best knowledge of such counsel after reasonable investigation, threatened against or affecting the Authority, to restrain or enjoin the issuance, execution, delivery or sale of the Series 2024 Bonds or the collection or payment of Revenues that are the source of security for the Series 2024 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds or the Legal Documents, or in any way contesting or affecting the existence of the Authority or the title of any official of the Authority to such person's office, or contesting the power of the Authority or its authority with respect to the Series 2024 Bonds or the Legal Documents or contesting the exclusion of interest on the Series 2024 Bonds

from gross income for federal income tax purposes or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (D) the execution and delivery of the Series 2024 Bonds and the Legal Documents, the adoption of the Authority Resolution, and compliance by the Authority with the provisions of the Series 2024 Bonds, the Legal Documents and the Authority Resolution, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach or default under any agreement or other instrument to which the Authority is a party or by which it is bound or by any existing law, regulation, court order or consent decree to which the Authority is subject; (E) the Legal Documents have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the limitations on legal remedies against public agencies in the State and the application of equitable principles if equitable remedies are sought; (F) no authorization, approval, consent, or other order of the United States of America, the State, or any other governmental authority or agency within the State having jurisdiction over the Authority is required for the valid authorization, execution, delivery and performance by the Authority of the Legal Documents or for the adoption of the Authority Resolution which has not been obtained and is in full force and effect;; and (G) that while such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or in the Official Statement and make no representation that such counsel has independently verified the accuracy, completeness or fairness of any such statements, such counsel advises as a matter of fact and not opinion that (a) no facts had come to such counsel's attention which caused them to believe, as of the date of the Preliminary Official Statement and as of the date of this Bond Purchase Agreement, that the information under the heading "ABSENCE OF MATERIAL LITIGATION" (as it relates to the Authority) in the Preliminary Official Statement contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (b) no facts had come to such counsel's attention which caused them to believe that that the information under the heading "ABSENCE OF MATERIAL LITIGATION" (as it relates to the Authority) in the Official Statement, as of its date, contained, or as of the Closing Date, contains any untrue statement of a material fact or, as of its date, omitted, or as of the Closing Date, omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) the opinion of the City Attorney, dated the Closing Date and addressed to the Authority and the Underwriters, substantially to the effect that: (A) the City is a municipal corporation of the State, duly organized and existing under its charter and the laws of the State; (B) the City Resolution was duly adopted at meetings of the City Council that were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed; (C) except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body is pending in which service of process has been completed, or to our knowledge is threatened against or affecting the City: (a) to restrain or enjoin the execution, delivery or sale of the Series 2024 Bonds; or (b) the payment or collection of revenues of the City from which the City will pay amounts due under the 2024 Installment Purchase Contract, or

the pledge thereof; or (c) in any way contesting or materially affecting the validity or enforceability of the Series 2024 Bonds or the City's Legal Documents; or (d) in any way contesting or affecting the existence of the City or the title of any executive officer of the City to such executive officer's office; or (e) contesting the power of the City or its authority with respect to the City's Legal Documents; or (f) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading; (D) the execution and delivery of the City's Legal Documents, the adoption of the City Resolution and compliance by the City with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a violation or breach of, or constitute a default under, (a) any agreement or other instrument to which the City is a party or by which it is bound and with respect to such conflict, violation, breach or default would materially adversely affect the ability of the City to pay Installment Payments under the 2024 Installment Purchase Contract, or (b) any existing law, regulation, court order or consent decree to which the City is subject and that we have, in the exercise of customary professional diligence, recognized as applicable to the City and the transactions contemplated by the City's Legal Documents. (E) the City has the necessary power and authority to execute and deliver the City's Legal Documents; (F) the City's Legal Documents have been duly authorized, executed and delivered by the City, and assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the limitations on legal remedies against public agencies in the State of California and the application of equitable principles if equitable remedies are sought; (G) no authorization, approval, consent or other order of the United States of America, the State of California, or other governmental authority or agency within the State of California having jurisdiction over the City is required for the valid execution, delivery or performance by the City of the City's Legal Documents or for the adoption of the City Resolution which has not been obtained, except for such actions as may be necessary to be taken to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of any state or jurisdiction of the United States of America, as to which no opinion is expressed; and (H) while we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements, we advise you as a matter of fact and not opinion that (a) no facts had come to our attention which caused us to believe, as of the date of the Preliminary Official Statement and as of the date of this Bond Purchase Agreement, that the information under the heading "ABSENCE OF MATERIAL LITIGATION" (as it relates to the City) in the Preliminary Official Statement contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (b) no facts had come to our attention which caused us to believe that that the information under the heading "ABSENCE OF MATERIAL LITIGATION" (as it relates to the City) in the Official Statement, as of its date, contained, or as of the date hereof, contains any untrue statement of a material fact or, as of its date, omitted, or as of the date hereof, omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ix) a certificate of a duly authorized official of the Authority, dated the Closing Date, in form and substance reasonably satisfactory to the Representative, to the effect that (A) the Authority's representations and warranties contained in the Legal Documents are true and correct on and as of the

Closing Date with the same effect as if made on the Closing Date; (B) there is no misstatement of any material fact under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION” (as it relates to the Authority) in the Final Official Statement and such statements or information in the Final Official Statement do not omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading; and (C) the Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Legal Documents to which it is a party at or prior to the time of Closing;

(x) a certificate of a duly authorized official of the City, dated the Closing Date, in form and substance reasonably satisfactory to the Representative, to the effect that (A) the City’s representations and warranties contained in the City’s Legal Documents are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date; (B) the information in the Final Official Statement as of its date was, and as of the date hereof is, true and correct in all material respects, and as of its date, the information in the Final Official Statement contained, and as of the date hereof, contains no misstatement of any material fact and as of its date did not, and as of the date hereof does not, omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (excluding therefrom any information concerning the Insurer, the Policy, the Reserve Policy, DTC and its book-entry system, or with respect to any statements or omissions made in reliance upon and in conformity with information furnished to the City in writing by the Underwriters expressly for use in the Final Official Statement); and (C) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Bond Purchase Agreement and the City’s Legal Documents to which it is a party at or prior to the time of Closing;

(xi) a certificate of a duly authorized official of the Trustee, dated the Closing Date, to the effect that: (A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the 2024 Indenture and to authenticate and deliver the Series 2024 Bonds to the Underwriters; (B) the Trustee is duly authorized to enter into the 2024 Indenture and to authenticate and deliver the Series 2024 Bonds to the Underwriters pursuant to the 2024 Indenture; (C) when delivered to and paid for by the Underwriters at the Closing, the Series 2024 Bonds will have been duly authenticated and delivered by the Trustee; (D) the execution and delivery of the 2024 Indenture and compliance with the provisions on the Trustee’s part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the 2024 Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the 2024 Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the 2024 Indenture; and (E) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Series 2024 Bonds or the collection of revenues

to be applied to pay the principal, premium, if any, and interest with respect to the Series 2024 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds or the 2024 Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Series 2024 Bonds or the 2024 Indenture or the power and authority of the Trustee to enter into and perform its duties under the 2024 Indenture and to authenticate and deliver the Series 2024 Bonds to or upon the order of the Underwriters;

(xii) the opinion, dated the Closing Date and addressed to the Underwriters, the Authority and the City, of Counsel to the Trustee, to the effect that: (A) the Trustee has been duly incorporated as a national banking association under the laws of the United States and is in good standing under the laws of the United States, and is qualified to exercise trust powers therein, having full power and authority to enter into and to perform its duties under the 2024 Indenture; (B) the Trustee has duly authorized, executed and delivered the 2024 Indenture, and by all proper corporate action has authorized the acceptance of the trusts of the 2024 Indenture; (C) the 2024 Indenture constitutes the legally valid and binding agreement of the Trustee, enforceable against the Trustee in accordance with its terms, and (D) the Series 2024 Bonds have been validly authenticated and delivered by the Trustee;

(xiii) one certified copy of the general resolution of the Trustee authorizing the execution and delivery of the 2024 Indenture;

(xiv) one certified copy of the Authority Resolution;

(xv) one certified copy of the City Resolution;

(xvi) a Tax Certificate of the Authority and the City in form and substance reasonably acceptable to Bond Counsel;

(xvii) evidence that the federal tax information form 8038-G has been prepared for filing;

(xviii) a copy of the Notice of Proposed Sale and Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855(g) of the California Government Code;

(xix) evidence that the Bonds have been rated as set forth in the Official Statement and that such ratings continue in effect as of the Closing;

(xx) a certified copy of the joint exercise of powers agreement pursuant to which the Authority was created;

(xxi) a copy of the Notice of Joint Exercise of Powers Agreement from the Secretary of State certifying that the joint exercise of powers agreement pursuant to which the Authority was created was duly filed;

(xxii) a copy of the Blanket Letter of Representations to DTC, properly executed by all parties thereto; and

(xxiii) [the Policy, duly executed by the Insurer;]

(xxiv) [the Reserve Policy, duly executed by the Insurer;]

(xxv) [an opinion of counsel to the Insurer, dated the Closing Date, addressed to the Authority, City and the Underwriter, in form and substance satisfactory to the Underwriter and Bond Counsel;]

(xxvi) [a certificate or certificates of the Insurer, dated the Closing Date, as to the accuracy of the information relating to the Insurer, the Policy and the Reserve Policy included in the Official Statement and such other matters reasonably requested by the Underwriter and Bond Counsel;]

(xxvii) such additional legal opinions, certificates, instruments or evidences thereof and other documents as the Counsel to the Underwriters or Bond Counsel may reasonably request to evidence the due authorization, execution and delivery of the Series 2024 Bonds and the conformity of the Series 2024 Bonds and the Legal Documents with the terms of the Series 2024 Bonds and the descriptions thereof in the Final Official Statement.

(d) the Underwriters shall have the right to terminate this Bond Purchase Agreement, without liability therefor, by written notification to the Authority and the City if at any time at or prior to the Closing:

(i) any event shall occur or facts are discovered which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, provided, however, the Underwriters shall not terminate this Bond Purchase Agreement if prior to the Closing and prior to the distribution of the Official Statement to any public investor the City and the Underwriters agree to and shall have amended or supplemented the Official Statement so that the Official Statement as so amended or supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the light of the circumstances in which they were made, not misleading, and, in the sole judgment of the Underwriters, such amendment or supplement would not have a material adverse effect on the marketability or market price of the Series 2024 Bonds on the terms and conditions contemplated by this Bond Purchase Agreement or the ability of the Underwriters to enforce contracts with investors for the sale of the Series 2024 Bonds (collectively, an “**Adverse Effect**”); or

(ii) any of an amendment to the Constitution of the United States or any legislation in or by the Congress of the United States or the State, or the amendment of legislation pending as of the date of this Bond Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority, which in any case has a materially adverse effect on the federal or State tax status of the City or the Authority, or the interest on bonds or notes or obligations of the general

character of the Series 2024 Bonds, shall have occurred and would, in the reasonable opinion of the Representative, have an Adverse Effect; or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Representative, would have an Adverse Effect; or

(iv) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter of the Series 2024 Bonds shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2024 Bonds, or the issuance, offering or sale of the Series 2024 Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Series 2024 Bonds, or the Series 2024 Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the 2024 Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) there shall have occurred any outbreak or escalation of hostilities or terrorist activities or other local, national or international calamity or crisis, a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations, or a default with respect to the debt obligations of, or the institution of proceedings under the federal bankruptcy laws by or against, any state of the United States or agency thereof, or any city in the United States having a population of over one million, in any case the effect of which, in the Representative's reasonable judgment, would have an Adverse Effect; or

(vi) any rating of the Series 2024 Bonds or rating of other debt securities of the Authority that are payable from the City's Wastewater System and not based solely on credit enhancement shall have been downgraded, suspended or withdrawn by S&P or Fitch or any rating of the Series 2024 Bonds or such other debt securities of the Authority shall be placed on "credit watch," so long as such action was not the result of any sector-wide action or change in rating methodology undertaken by such rating agency, which, in the Representative's reasonable opinion, would have an Adverse Effect; or

(vii) the commencement of any action, suit or proceeding described in Section 6(o) hereof or in Section 7(c) hereto which, in the reasonable judgment of the Representative, would have an Adverse Effect; or

(viii) the declaration of a general banking moratorium by federal, New York or California authorities, the general suspension of trading on any national securities exchange or a material disruption in securities settlement, payment or clearance services, which event, in the reasonable judgment of the Representative, would have an Adverse Effect; or

(ix) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to obligations of the general character of the Series 2024 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to net

capital requirements of, the Underwriters, which, in the reasonable judgment of the Representative, would have an Adverse Effect; or

(x) [any rating of the Series 2024 Bonds or other obligations of the Insurer by a national rating agency shall have been withdrawn or downgraded or placed on negative outlook or negative watch; or]

(xi) there shall have been any materially adverse change in the affairs of the Authority or the City which (A) requires an amendment to the Official Statement under Section 11(a) or (b) hereof and (B) in the Representative's reasonable judgment would have an Adverse Effect.

If the City or the Authority shall be unable to satisfy the conditions contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters, the City nor the Authority shall be under further obligation hereunder, except as further set forth in Section 10 hereof.

10. Expenses

The Underwriters shall be under no obligation to pay, and the Authority and the City shall pay or cause to be paid, the expenses incident to the performance of the obligations of the Authority and the City hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the Legal Documents and the City's Legal Documents and the cost of preparing, printing, issuing and delivering the definitive Series 2024 Bonds, (b) the fees and disbursements of any counsel, financial advisors, accountants, verification agents or other experts or consultants retained by the Authority or the City, (c) the fees and disbursements of Bond Counsel, (d) the fees and disbursements of Disclosure Counsel, (e) the fees and disbursements of the Trustee, (f) the cost of preparation (including preparation in electronic form), and printing and distribution of the Preliminary Official Statement and any supplements and amendments thereto and the cost of preparation (including preparation in electronic form), printing and distribution of the Official Statement and any supplements and amendments thereto, including the requisite number of copies thereof for distribution by the Underwriters, (g) [the premiums with respect to the Policy and the Reserve Policy,] and (h) charges of rating agencies for the rating of the Series 2024 Bonds. The Authority, the City and the Underwriters intend that the Authority and the City will pay all expenses of the Authority and City's employees that are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, and lodging, of those employees, and the Authority and the City shall reimburse the Underwriters if the Underwriters pay for any of such expenses on behalf of the Authority or City.

All out-of-pocket expenses of the Underwriters incident to the performance of the Underwriters' obligations hereunder, including the California Debt and Investment Advisory Commission fee, CUSIP services bureau charges, fees of Underwriters' counsel and other expenses (except as provided above), shall be paid by the Underwriters from the Underwriters' discount set forth in Section 1 hereof; provided, however, certain such expenses may be included in the expense component of the Underwriters' discount.

11. Covenants of Authority and City

The Authority and the City covenant with the Underwriters that:

(a) Until the earlier of (i) the date which is twenty-five (25) days after the Authority delivers the Series 2024 Bonds to the Representative, or (ii) the date the Underwriters do not retain, directly or as a member of an underwriting syndicate, any unsold balance of the Series 2024 Bonds for sale to the public (the “**End of the Underwriting Period**”), if any event shall occur of which the Authority or the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to ensure the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in the light of the circumstances under which it was made, not misleading, the Authority shall forthwith notify the Representative of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary or desirable, in the Representative’s or Authority’s opinion, so that the statements therein as so supplemented will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in the light of the circumstances under which it was made, not misleading, and the Authority shall promptly furnish to the Underwriters electronic copies of such supplement; provided that unless the Representative delivers written notice to the Authority in accordance with this provision at or prior to the Closing Date specifying a date (if other than the Closing Date) to be deemed the “End of the Underwriting Period,” the Closing Date shall be the “End of the Underwriting Period.” If such notice is delivered, then and the Representative agrees to notify the Authority in writing of the date on which no Underwriter retains, directly or as a member of an underwriting syndicate, any unsold balance of the Series 2024 Bonds for sale to the public;

(b) If the information contained in the Final Official Statement is amended or supplemented pursuant to subparagraph (a) of this Section 11, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the End of the Underwriting Period, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein), excluding information concerning The Depository Trust Company and its book-entry system, CUSIP numbers, and any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Authority in writing by such Underwriter expressly for use in the Official Statement and any amendment or supplement thereto, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such information therein, in the light of the circumstances under which it was made, not misleading;

(c) The Authority will advise the Representative immediately of receipt by the Authority or the City of any notification with respect to the suspension of the qualification of the Series 2024 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(d) The Authority and the City will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Representative, which consent will not be unreasonably withheld. The Authority and the City will advise the Representative promptly of the institution of any proceedings known to it by any court, governmental agency, public board or body, prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2024 Bonds.

(e) The Authority and the City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may

designate; provided, however, that the Authority and the City shall not be required to register as a dealer or broker or foreign corporation in any such state or jurisdiction or consent to service of process therein;

(f) Between the date of this Bond Purchase Agreement and the Closing Date, except as disclosed in the Final Official Statement, the Authority and/or the City will not, without prior written notice to the Representative, offer or issue any bonds, certificates, notes or other obligations for borrowed money secured by the Net System Revenues; and

(g) The Authority and the City will perform all actions as may be requested by the Underwriters (including delivery of an appropriate certificate with respect to the Preliminary Official Statement) in order for the Underwriters to comply with the applicable provisions of the Rule.

12. Notices

Any notice or other communication to be given to the Authority or the City under this Bond Purchase Agreement may be given by delivering the same in writing at the Authority's and the City's addresses, respectively, set forth above and any such notice or other communication to be given to the Representative or the Underwriters shall be delivered to the following address:

Hilltop Securities Inc.
777 S. Hwy 101, Suite 104
Solana Beach, CA 92075
Attention: Public Finance Department

13. Parties in Interest

This Bond Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations and warranties of the parties hereto contained in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters, the City or the Authority until the earlier of (a) delivery of and payment for the Series 2024 Bonds hereunder, and (b) any termination of this Bond Purchase Agreement.

14. Counterparts

This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

15. Effectiveness

This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the duly authorized officers of the Authority and the City and shall be valid and enforceable as of the time of such acceptance.

16. Choice of Law

The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of California, without regard to conflicts of law.

17. **Severability**

In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. **Entire Agreement**

The Bond Purchase Agreement, when accepted by the Authority and the City in writing as heretofore specified, shall constitute the entire agreement among the Authority, the City and the Underwriters.

19. **Headings**

The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be part hereof.

20. **No Assignment**

The rights and obligations created by this Bond Purchase Agreement shall not be subject to assignment by the Underwriters, the City or the Authority without the prior written consent of the other parties hereto.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Bond Purchase Agreement, effective as of the day and year first above written.

**HILLTOP SECURITIES INC. for itself and as
Representative of:
OPPENHEIMER & CO. INC.**

By: _____
Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

**STOCKTON PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

CITY OF STOCKTON

By: _____
Authorized Officer

Time of Execution: _____ p.m.
California time

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

SCHEDULE I

\$ _____
STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024
(WASTEWATER REFUNDING PROJECT)

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Satisfied*</i>	<i>10% Test Not Satisfied</i>	<i>Subject to Hold-the- Offering Price Rule</i>
2025							
2026							
2027							
2028							
2029							

* At the time of execution of this Bond Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Bond Purchase Agreement.

EXHIBIT A

FORM OF CERTIFICATE OF REPRESENTATIVE

\$ _____
STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024
(WASTEWATER REFUNDING PROJECT)

Hilltop Securities Inc. (“Hilltop”), on behalf of itself and as representative of Oppenheimer & Co. Inc., in connection with the sale and issuance by the Stockton Public Financing Authority (the “Issuer”) of its \$ _____ Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “Bonds”), being issued on the date hereof, hereby certifies and represents the following:

A. Issue Price.

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the [Bonds][General Rule Maturities], the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Hold-the-Offering Price Maturities is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement between the Issuer and Hilltop, dated _____, 2024, Hilltop has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

For purposes of this certificate the following definitions apply:

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) *[Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business

day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold the Offering Price Maturity.]

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

(g) *Underwriter* means (i) Hilltop, (ii) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clauses (i) or (ii) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(h) *Related Party* means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50 percent common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50 percent common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50 percent common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

B. Bond Yield.

Using industry standard software, we have calculated the yield on the Bonds to be _____%.

C. Weighted Average Maturity.

Using industry standard software, we have calculated (i) the weighted average maturity of the Bonds to be _____; and (ii) the remaining weighted average maturity of the Prior Bonds to be _____.

D. [Insurance Policy and Surety Policy.

We believe that the present value of the sum of the premiums for a municipal bond insurance policy insuring the payment of the principal of and interest on the Bonds and a surety bond for the Reserve Fund with respect to the Bonds (collectively, the “Credit Enhancement”) paid to [NAME OF PROVIDER] is less than the present value of the aggregate amount of interest reasonably expected to be saved as a result of such Credit Enhancement (based on the yield on the Bonds determined with

regard to premium for such Credit Enhancement). We further believe that the premium for the Credit Enhancement does not exceed a reasonable charge for the transfer of credit risk and is comparable with other fees under current market conditions for similar credits. The Credit Enhancement was a vital factor in marketing the Bonds and permits the marketing of the Bonds at interest rates comparable to other bond issues of a similar type and purpose.]

We understand that the representations contained herein may be relied upon by the Issuer and the City of Stockton in making certain of the representations contained in the Tax Certificate, and we further understand that Hawkins Delafield & Wood LLP, as bond counsel, may rely upon this certificate, among other things, in providing an opinion with respect to the exclusion from gross income of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws; in particular the regulations under the Code, or the application of any laws to these facts. The undersigned is authorized to execute this certificate on behalf of Hilltop, which certifications are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

Dated: _____, 2024

HILLTOP SECURITIES INC.

By: _____
 Name: _____
 Title: _____

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**General Rule Maturities

Maturity Date (<u> </u>)	<u>Principal Amount</u> \$	<u>Interest Rate</u> %	<u>Yield</u> %	<u>Price</u>
--	--------------------------------------	----------------------------------	--------------------------	---------------------

[Hold-the-Offering-Price Maturities]

Maturity Date (<u> </u>)	<u>Principal Amount</u> \$	<u>Interest Rate</u> %	<u>Yield</u> %	<u>Price</u>
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SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[SEE ATTACHED]

PRELIMINARY OFFICIAL STATEMENT DATED [JULY __], 2024**NEW ISSUE—FULL BOOK-ENTRY****RATINGS**

(See “RATINGS” herein)

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2024 Bonds (as defined herein) is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) interest on the 2024 Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, however, interest on the 2024 Bonds is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. In addition, in the opinion of Bond Counsel, under existing statutes, interest on the 2024 Bonds is exempt from State of California personal income taxes. See “TAX MATTERS” herein.

**\$(PAR AMOUNT)*
STOCKTON PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024
(WASTEWATER REFUNDING PROJECT)**

Dated: Date of Delivery**Due: September 1, as shown on the inside cover**

The \$(PAR AMOUNT) principal amount of Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”) are being issued by the Stockton Public Financing Authority (the “Authority”) for the purpose of providing funds which, together with certain other available moneys, will be used to: (i) refund all of the outstanding principal amount of the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) (the “2014 Bonds”); [(ii) pay the premiums of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy for the 2024 Bonds; and] (iii) pay certain costs associated with the issuance of the 2024 Bonds. See “PLAN OF REFUNDING” herein.

The 2024 Bonds are being issued by the Authority pursuant to the 2024 Indenture, dated as of August 1, 2024 (the “2024 Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The 2024 Bonds are limited obligations of the Authority payable solely from installment payments (the “2024 Installment Payments”) to be made by the City under the 2024 Installment Purchase Contract, dated as of August 1, 2024 (the “2024 Contract”), by and between the Authority and the City, and certain amounts held under the 2024 Indenture. As security for the payment of the 2024 Installment Payments, the City has pledged the Net System Revenues (as defined herein) of the Wastewater System as provided in the 2024 Contract. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein. The 2024 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof, in fully registered form. When delivered, the 2024 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the 2024 Bonds. Individual purchases of the 2024 Bonds will be made in book-entry form only. See APPENDIX E – “DTC AND THE BOOK-ENTRY ONLY SYSTEM” attached hereto.

Interest on the 2024 Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2025. Payments of principal of and interest on the 2024 Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn remit such principal and interest to DTC Participants for subsequent distribution to the beneficial owners of the 2024 Bonds. So long as the 2024 Bonds are registered in the name of Cede & Co., all payments with respect to the 2024 Bonds will be made to DTC.

The 2024 Bonds are not subject to redemption prior to maturity. See “THE 2024 BONDS – 2024 Bonds Not Subject to Redemption” herein.

The City has outstanding certain obligations, and may issue or incur additional obligations, secured by the pledge of, and payable from, Net System Revenues on a parity basis with the 2024 Installment Payments, as described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Outstanding Parity Obligations,” “– Additional Parity Obligations,” and “– Subordinate Obligations” herein.

[The scheduled payment of principal of and interest on the 2024 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2024 Bonds by [INSURANCE PROVIDER]. See APPENDIX G – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.]

[INSURANCE PROVIDER LOGO]

THE 2024 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE 2024 INSTALLMENT PAYMENTS AND CERTAIN MONEYS HELD UNDER THE 2024 INDENTURE. THE 2024 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED THEREFOR PURSUANT TO THE 2024 INDENTURE. THE OBLIGATION OF THE CITY TO MAKE 2024 INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION PAYABLE SOLELY FROM THE NET SYSTEM REVENUES AS PROVIDED IN THE 2024 CONTRACT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE AUTHORITY) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2024 BONDS OR THE 2024 INSTALLMENT PAYMENTS. THE AUTHORITY HAS NO TAXING POWER. THE ISSUANCE OF THE 2024 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATSOEVER OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2024 BONDS. THE 2024 BONDS AND THE 2024 INSTALLMENT PAYMENTS ARE NOT PAYABLE FROM THE GENERAL FUND OF THE CITY.

**MATURITY SCHEDULE
(See Inside Cover)**

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The 2024 Bonds are offered when, as and if issued, subject to the approval as to their validity by Hawkins Delafield & Wood LLP, San Francisco, California, Bond Counsel, and certain other conditions. Hawkins Delafield & Wood LLP, San Francisco, California, is serving as Disclosure Counsel to the City. Certain legal matters will be passed on for the Authority and the City by the City Attorney, [for the Insurer by its general counsel,] and for the Underwriters by Kutak Rock LLP, Irvine, California. It is anticipated that the 2024 Bonds will be available for delivery through the facilities of DTC on or about [September __, 2024].

Hilltop Securities Inc.**Oppenheimer & Co. Inc.**

Dated: [August] __, 2024

* Preliminary, subject to change.

MATURITY SCHEDULE

\$[PAR AMOUNT]* **STOCKTON PUBLIC FINANCING AUTHORITY** **WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024** **(WASTEWATER REFUNDING PROJECT)**

<u>Maturity</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price/Yield⁽¹⁾</u>	<u>CUSIP No.[†]</u> <u>(Base:)</u>
2025				
2026				
2027				
2028				
2029				

* Preliminary, subject to change.

⁽¹⁾ Reoffering prices/yields furnished by the Underwriters. The City and the Authority take no responsibility for the accuracy thereof.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority, the Underwriters, or their agents or counsel assume responsibility for the accuracy of such numbers.

No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Underwriters (as defined herein) to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2024 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the 2024 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth herein has been obtained from sources which are believed to be reliable, but such information is neither guaranteed as to accuracy or completeness, nor shall it be construed as a representation of such by the Authority, the City or the Underwriters. The information and expressions of opinion stated herein are subject to change without notice; and neither the 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 or in the condition of the Wastewater System, since the date hereof.

The summaries and references to the 2024 Indenture, the 2024 Contract, the Act (as defined herein) and to other statutes and documents referred to herein do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each such statute and document. This Official Statement including any amendment or supplement hereto is intended to be deposited with one or more information repositories.

The Underwriters have provided the following sentence for inclusion in this official statement: the Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2024 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE 2024 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES SET FORTH ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THE 2024 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2024 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains a website and social media accounts. Unless specifically indicated herein, the information presented on such website and social media accounts is not incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the 2024 Bonds.

[[INSURANCE PROVIDER] makes no representation regarding the 2024 Bonds or the advisability of investing in the 2024 Bonds. In addition, [INSURANCE PROVIDER] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [INSURANCE PROVIDER], supplied by [INSURANCE PROVIDER] and presented under the heading “BOND INSURANCE” and EXHIBIT G – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”]

Any statement involving any forecast or matter of opinion or estimates, whether or not expressly stated, is intended solely as such and not as a representation of fact. Certain statements included or incorporated by reference in this Official Statement constitute “forward looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended (the “Securities Act”). Such forward-looking statements are generally identified by use of the words “plan,” “project,” “expect,” “estimate,” “budget” or other similar words. Such forward looking statements refer to the achievement of certain results or other expectations or performance which involve known and unknown risks, uncertainties and other factors. These risks, uncertainties and other factors may cause actual results, performance or achievements to be materially different from any projected results, performance or achievements described or implied by such forward looking statements. Neither the Authority or the City plans to issue updates or revisions to such forward looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based, occur, or if actual results, performance or achievements are materially different from any results, performance or achievements described or implied by such forward looking statements.

**STOCKTON PUBLIC FINANCING AUTHORITY
CHAIRMAN AND BOARD OF DIRECTORS
AND
CITY COUNCIL
CITY OF STOCKTON**

**CHAIRMAN AND BOARD OF DIRECTORS
AND MAYOR AND CITY COUNCIL**

Mayor Kevin J. Lincoln II	<i>Chair and Mayor</i>
Kimberly Warmesley	<i>Vice Chair and Vice Mayor, District 6</i>
Michele Padilla	<i>Member and Councilmember, District 1</i>
Daniel R. Wright	<i>Member and Councilmember, District 2</i>
Michael Blower	<i>Member and Councilmember, District 3</i>
Susan Lenz	<i>Member and Councilmember, District 4</i>
Brando Villapudua	<i>Member and Councilmember, District 5</i>

CITY STAFF

Harry Black, *City Manager*
Lori M. Asuncion, *City Attorney*
Jay Kapoor, *Interim Chief Financial Officer*
C. Mel Lytle, Ph.D., *Director of Municipal Utilities*
Nancy Xiong, *Municipal Utilities Finance Officer*
Moss Adams LLP, *City Auditor*
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SPECIAL SERVICES

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MUNICIPAL ADVISOR

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TRUSTEE

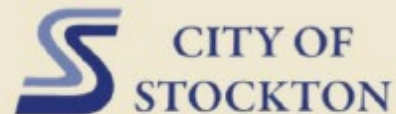
U.S. Bank Trust Company, National Association
San Francisco, California

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REGIONAL MAP

*City of Stockton**San Joaquin County, California***STOCKTON • CALIFORNIA**

OFFICIAL STATEMENT

\$[PAR AMOUNT]* STOCKTON PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2024 (WASTEWATER REFUNDING PROJECT)

INTRODUCTION

This Introduction is only a brief description of, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page through the appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2024 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms as set forth in the 2024 Indenture or the 2024 Contract (each as defined below). See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS – DEFINITIONS OF CERTAIN TERMS” attached hereto.

General

The purpose of this Official Statement is to furnish information with respect to the issuance, sale and delivery of \$[PAR AMOUNT]* principal amount of Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”). The 2024 Bonds are being issued by the Stockton Public Financing Authority (the “Authority”) under and pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended (the “Act”), a resolution adopted by the Authority on [July 9, 2024], and in accordance with the provisions of a 2024 Indenture, dated as of August 1, 2024 (the “2024 Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

The 2024 Bonds are being issued by the Authority for the purpose of providing funds which, together with certain other available moneys, will be used to: (i) refund all of the outstanding principal amount of the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2014 (1998 Wastewater Project and 2003 Wastewater Project) (the “2014 Bonds”); [(ii) pay the premiums of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy for the 2024 Bonds;] and (iii) pay certain costs for the 2024 Bonds. The 2014 Bonds were executed and delivered in October 2014 to provide funds to the City of Stockton (the “City”) to refund certain costs used to acquire and construct certain improvements to the City’s wastewater system (the “Wastewater System”), pursuant to a certain installment sale agreement that the City entered into with the Authority. See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Security for the 2024 Bonds

The 2024 Bonds are limited obligations of the Authority payable solely from certain installment payments (the “2024 Installment Payments”) to be made by the City under the 2024 Installment Purchase Contract, dated as of August 1, 2024 (the “2024 Contract”), by and between the Authority and the City and certain amounts held under the 2024 Indenture. The City has pledged the Net System Revenues (as defined herein) of the Wastewater System to the payment of the 2024 Installment Payments as provided in the 2024 Contract. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein.

[The scheduled payment of principal of and interest on the 2024 Bonds when due will be guaranteed under a municipal bond insurance policy (the “Policy”) to be issued concurrently with the delivery of the 2024

* Preliminary, subject to change.

Bonds by [INSURANCE PROVIDER] (the “Insurer”). See “BOND INSURANCE” and APPENDIX G – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY”] herein.

THE 2024 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE 2024 INSTALLMENT PAYMENTS AND CERTAIN MONEYS HELD UNDER THE 2024 INDENTURE. THE 2024 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED THEREFOR PURSUANT TO THE 2024 INDENTURE. THE OBLIGATION OF THE CITY TO MAKE 2024 INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION PAYABLE SOLELY FROM THE NET SYSTEM REVENUES AS PROVIDED IN THE 2024 CONTRACT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE AUTHORITY) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2024 BONDS OR THE 2024 INSTALLMENT PAYMENTS. THE AUTHORITY HAS NO TAXING POWER. THE ISSUANCE OF THE 2024 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATSOEVER OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2024 BONDS. THE 2024 BONDS AND THE 2024 INSTALLMENT PAYMENTS ARE NOT PAYABLE FROM THE GENERAL FUND OF THE CITY.

2024 Reserve Account

The 2024 Indenture establishes a reserve account for the 2024 Bonds. In connection with the 2024 Bonds, the City is obtaining a municipal bond debt service reserve insurance policy for the benefit of such reserve account. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – 2024 Reserve Account” herein.

Outstanding and Additional Parity and Subordinate Obligations

The City has certain outstanding obligations (described below), and may issue or incur additional obligations, secured by the pledge of, and payable from, Net System Revenues on a parity basis with the 2024 Installment Payments. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Additional Parity Obligations” herein. The City may also issue or incur additional obligations payable from the Net System Revenues on a basis subordinate to the 2024 Installment Payments and other Parity Obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Subordinate Obligations” herein.

The pledge of Net System Revenues securing the 2024 Installment Payments is on parity with the pledge of Net System Revenues securing (1) installment payments made by the City to the Authority in connection with a bond issued by the United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency, in the original aggregate principal amount of up to \$108,000,000 (the “2020 WIFIA Loan”), which is current outstanding in the aggregate principal amount of \$[____], and (2) a November 2021 loan issued by the California State Water Resources Control Board in the original aggregate principal amount of \$46,800,000 (the “2021 SRF Loan”), which is currently outstanding in the aggregate principal amount of \$[____], and that will remain outstanding following the issuance of the 2024 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – General” and “– Outstanding Parity Obligations” herein.

Continuing Disclosure

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the 2024 Bonds or to any decision to purchase, hold or sell the 2024 Bonds, and the Authority will not provide any such information.

The City has undertaken all responsibilities for any continuing disclosure to Holders of the 2024 Bonds. The City will covenant for the benefit of Holders of the 2024 Bonds and beneficial owners to provide certain financial information and operating data relating to the City and the Wastewater System by not later than the end of the ninth month following the end of the City's Fiscal Year, commencing with the Report for the Fiscal Year 2023-24 (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of events will be filed by means of the Electronic Municipal Market Access ("EMMA") site maintained by the Municipal Securities Rulemaking Board (the "MSRB"). The specific nature of the information to be contained in the Annual Report or the notices of certain enumerated events is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriters in complying with the Securities Exchange Commission Rule 15c2-12, as amended (the "Rule"). See "CONTINUING DISCLOSURE" herein.

2024 Bondowners' Risks

An investment in the 2024 Bonds involves risk. See "2024 BONDOWNERS' RISKS" for a discussion of important investment considerations and other risk factors associated with the purchase of the 2024 Bonds. Any one or more of the risks discussed, and others, could lead to a decrease in the market value of the 2024 Bonds or impact the ability of the City to make 2024 Installment Payments. Potential purchasers of the 2024 Bonds are advised to review the entire Official Statement carefully and to conduct such due diligence and other review as they deem necessary and appropriate under the circumstances.

Certain Information Related to This Official Statement

Brief descriptions of the 2024 Bonds, the security for the 2024 Bonds, the Wastewater System, the Authority and the City are included in this Official Statement together with summaries of certain provisions of the 2024 Bonds, the 2024 Indenture, the 2024 Contract and certain other documents. Such descriptions do not purport to be comprehensive or definitive. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms as set forth in the 2024 Indenture or the 2024 Contract. See APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS — DEFINITIONS OF CERTAIN TERMS" attached hereto. Certain general demographic and economic information relating to the City is contained in APPENDIX A.

All references herein to the 2024 Indenture, the 2024 Contract and other documents are qualified in their entirety by reference to such documents, and references herein to the 2024 Bonds are qualified in their entirety by reference to the form thereof included in the 2024 Indenture, copies of which are available prior to the issuance of the 2024 Bonds at the office of the Chief Financial Officer, City of Stockton, 425 North El Dorado Street, Stockton, California 95202; and thereafter at the office of the Trustee, U.S. Bank Trust Company, National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071.

PLAN OF REFUNDING

General

The 2024 Bonds are being issued for the purpose of providing funds which[, together with certain other available moneys,] will be used to: (i) refund all of the outstanding principal amount of the 2014 Bonds [(ii) pay the premiums of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy for the 2024 Bonds; and] (iii) pay certain costs associated with the issuance of the 2024 Bonds.

A portion of the proceeds of the 2014 Bonds[, together with other available moneys,] will be deposited into an escrow fund for the 2014 Bonds to be refunded (the "Escrow Fund") established under an escrow agreement between the City and Computershare Trust Company, N.A., as escrow agent (the "Escrow Agent"). The moneys so deposited in the Escrow Fund will be invested in direct obligations of the United States of America (the "Defeasance Securities"), the interest on and principal of which will be sufficient, together with

any money held in the related Escrow Fund uninvested, to prepay the outstanding 2014 Bonds approximately [89] days after the date of delivery of the 2024 Bonds. Upon deposit, all liability of Authority and the City with respect to the 2014 Bonds (except for the obligation to pay the interest and principal evidenced and represented by the 2014 Bonds from moneys on deposit in the Escrow Fund) will cease. The Defeasance Securities nor the interest income thereon, and moneys in the Escrow Fund, will not secure the 2024 Bonds and will not be available to pay the principal of or interest on the 2024 Bonds. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS.”

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the 2024 Bonds are set forth below.

Sources of Funds:

Principal amount of 2024 Bonds

Net Original Issue Premium

[Other available funds]

Total Estimated Sources of Funds

Uses of Funds:

Escrow Fund⁽¹⁾

Costs of Issuance⁽²⁾

Total Estimated Uses of Funds

⁽¹⁾ See “PLAN OF REFUNDING” and “VERIFICATION OF MATHEMATICAL COMPUTATIONS.”

⁽²⁾ Includes Trustee fees, Escrow Agent fees, Bond Counsel and Disclosure Counsel fees, Municipal Advisor fees, the Underwriters’ discount, premiums for the municipal bond insurance policy and the municipal bond debt service reserve insurance policy, rating agency fees, printing costs and other costs of issuance.

DEBT SERVICE SCHEDULE

The Fiscal Year debt service requirements for the 2024 Bonds are set forth below.

Fiscal Year (June 30)	Principal	Interest	Total
2025			
2026			
2027			
2028			
2029			
2030			
Total			

THE 2024 BONDS

General

The 2024 Bonds will be issued as fully registered bonds without coupons in denominations of \$5,000, or any integral multiple thereof and shall be dated the date of delivery. The 2024 Bonds will be issued in book-entry only form and The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the 2024 Bonds. So long as the 2024 Bonds are held in book-entry only form, principal of and

interest on the 2024 Bonds will be paid directly to DTC for distribution to the beneficial owners of the 2024 Bonds in accordance with the procedures adopted by DTC. See APPENDIX E – “DTC AND THE BOOK-ENTRY ONLY SYSTEM” attached hereto.

The 2024 Bonds will mature on September 1 in each of the years and in the respective principal amounts, and will bear interest from their date of delivery at the rates, as shown on the inside cover page of this Official Statement. Interest on the 2024 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025 (each, an “Interest Payment Date”). Interest on the 2024 Bonds will be calculated on the basis of a 360-day year of twelve, 30-day calendar months. The Record Date for each Interest Payment Date is the 15th day of the month prior to such Interest Payment Date.

2024 Bonds Not Subject to Redemption

No Optional Redemption. The 2024 Bonds are not subject to redemption, prior to maturity.

SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS

General

Pledge of Net System Revenues. The 2024 Bonds are limited obligations of the Authority issued under and pursuant to the 2024 Indenture, payable solely from the 2024 Installment Payments to be made by the City under the 2024 Contract and certain amounts held under the 2024 Indenture. The obligation of the City to make 2024 Installment Payments constitutes a special obligation of the City payable solely from a pledge of the “Net System Revenues.”

“Net System Revenues” is defined in the 2024 Contract as, for any period, the System Revenues during such period less the Operation and Maintenance Costs during such period.

“System Revenues” is defined in the 2024 Contract as all gross income and revenue received or receivable by the City from the ownership or operation of the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including all fees, rates, charges and amounts paid under any contracts received by or owed to the City in connection with the operation of the Wastewater System and all other proceeds of insurance relating to the Wastewater System and all other income and revenue howsoever derived by the City from the ownership or operation of the Wastewater System.

“Operation and Maintenance Costs” is defined in the 2024 Contract as the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Wastewater System, determined in accordance with Generally Accepted Accounting Principles, including the expenses of maintenance, repair, billing and collection and other expenses incurred to maintain and preserve the Wastewater System in good repair and working order, and including all administrative and management costs of the City that are charged directly or apportioned to the operation of the Wastewater System, such as salaries and wages of employees, payments to employee retirement systems, overhead, taxes (if any) and insurance premiums (including payments required to be paid into any self-insurance funds), and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms hereof, any Parity Obligations, but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles, (iii) costs of capital additions, replacements, betterments, extensions or improvements to the Wastewater System which under Generally Accepted Accounting Principles are chargeable to a capital account, and (iv) charges for the payment of principal and interest on any debt service on account of any Parity Obligation or obligation subordinate to the Parity Obligations.

“Parity Obligations” is defined in the 2024 Contract as the 2024 Installment Payments, the 2020 WIFIA Loan, the 2021 SRF Loan and any other obligation (including, but not limited to, any installment payment obligation) payable on a parity with the 2024 Installment Payments from Net System Revenues, and the regularly

scheduled payments under any Payment Agreement designated as a “Parity Obligation” in the Payment Agreement.

THE 2024 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE 2024 INSTALLMENT PAYMENTS AND CERTAIN MONEYS HELD UNDER THE 2024 INDENTURE. THE 2024 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY), AND SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED THEREFOR PURSUANT TO THE 2024 INDENTURE. THE OBLIGATION OF THE CITY TO MAKE 2024 INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION PAYABLE SOLELY FROM THE NET SYSTEM REVENUES AS PROVIDED IN THE 2024 CONTRACT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE AUTHORITY) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2024 BONDS OR THE 2024 INSTALLMENT PAYMENTS. THE AUTHORITY HAS NO TAXING POWER. THE ISSUANCE OF THE 2024 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OBLIGATE THE AUTHORITY, THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATSOEVER OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE 2024 BONDS. THE 2024 BONDS AND THE 2024 INSTALLMENT PAYMENTS ARE NOT PAYABLE FROM THE GENERAL FUND OF THE CITY.

Rate Covenant

Under the 2024 Contract, the City has covenanted that it will fix, prescribe and collect rates, fees and charges for the Wastewater Service during each Fiscal Year which are estimated to yield Net System Revenues for such Fiscal Year equal to at least the Coverage Requirement (i.e. generally 115% of Parity Debt Service as defined below) for such Fiscal Year. The City may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but may not reduce the rates, fees and charges then in effect unless the Net System Revenues from such reduced rates, fees and charges are estimated to be sufficient to meet the requirements of such covenant.

“Adjusted Net System Revenues” is defined in the 2024 Contract as, for any Fiscal Year, the Net System Revenues for such Fiscal Year less, to the extent included in the calculation of Net System Revenues for such Fiscal Year, all amounts received or expected to be received by the City or fiduciary, on behalf of the City, in such Fiscal Year in respect of any subsidy, reimbursement or other payment from a governmental entity in connection with, or related to, payment of principal and/or interest on Parity Obligations.

“Coverage Requirement” is defined in the 2024 Contract as, for any Fiscal Year or any other period, an amount of Adjusted Net System Revenues equal to at least 115% of Parity Debt Service for such Fiscal Year or such other period, as applicable.

“Parity Debt Service” is defined in the 2024 Contract as, generally, all net debt service on obligations of the City relating to the Wastewater System that are secured by the Net System Revenues on a parity with the 2024 Installment Payments as described in APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS – DEFINITIONS OF CERTAIN TERMS.”

Rate Stabilization Fund

Under the 2024 Contract, the City may establish a fund denominated the Rate Stabilization Fund. From time to time the City may deposit into the Rate Stabilization Fund, from current System Revenues, such amounts as the City shall determine and the amount of available current System Revenues in the Fiscal Year shall be reduced by the amount so transferred. Amounts may be transferred from the Rate Stabilization Fund and deposited in the Revenue Fund, and any amounts so transferred within 270 days after the end of a Fiscal Year shall be deemed System Revenues for such Fiscal Year when so transferred. The City may also apply moneys

on deposit in the Rate Stabilization Fund for any lawful purpose. All interest or other earnings upon amounts in the Rate Stabilization Fund may be withdrawn therefrom and accounted for as System Revenues in accordance with the terms of the 2024 Contract or used for any lawful purpose. [The City currently does not have a Rate Stabilization Fund but may establish one in the future.] [*Confirm*]

2024 Reserve Account

The 2024 Indenture establishes a reserve account for the 2024 Bonds (the “2024 Reserve Account”).

[The 2024 Reserve Requirement as of the date of issuance of the 2024 Bonds is \$ _____ and will be initially satisfied by a municipal bond debt service reserve insurance policy (the “Reserve Fund Policy”) issued by the Insurer. See “BOND INSURANCE – [INSURANCE PROVIDER]” herein.]

Outstanding Parity Obligations

The pledge of Net System Revenues securing the 2024 Installment Payments is on parity with the pledge of Net System Revenues securing (1) the 2020 WIFIA Loan, and (2) the 2021 SRF Loan. See “PLAN OF REFUNDING,” “DEBT SERVICE SCHEDULE,” and “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Outstanding Parity Obligations” herein.

Additional Parity Obligations

No Senior Obligations. The City covenants in the 2024 Contract that it will not incur any obligations payable from Net System Revenues on a basis superior to the payment of the 2024 Installment Payments.

Issuance of Parity Obligations. Under the 2024 Contract, the City may at any time and from time to time issue or create any Parity Obligations, *provided*:

(i) There has not occurred and be continuing (A) an Event of Default under the terms of the 2024 Contract, and any installment purchase contract, indenture, trust agreement or other document that provides for the issuance of Parity Obligations (each an “Issuing Document”) or (B) an Event of Default or Termination Event (as defined in any Payment Agreement) under any Payment Agreement; and

(ii) The City obtains or provides a certificate or certificates, prepared by the City or at the City’s option by a Consultant, showing that either:

(A) the Adjusted Net System Revenues for either the most recent Fiscal Year for which audited financial statements are available or any 12 consecutive calendar month period during the 18 consecutive calendar month period ending immediately prior to the incurring of such additional Parity Obligations were at least sufficient to satisfy the Coverage Requirement for each of the next five full Fiscal Years following the incurring of such additional Parity Obligations or each of the next three full Fiscal Years following the incurring of such additional Parity Obligations during which no interest is capitalized, whichever is later, including the Parity Debt Service during such Fiscal Years on such additional Parity Obligations; and for the purpose of providing such certificate or certificates, the City or the City’s Consultant, as applicable, may adjust the Adjusted Net System Revenues for such Fiscal Year or 12 calendar month period, as the case may be, to reflect:

(1) an allowance for Net System Revenues that would have been derived from each new connection to the Wastewater System that was made prior to the incurrence of such additional Parity Obligations but which was not in existence, during all or any part of such Fiscal Year or 12 calendar month period under consideration, in an amount equal to the estimated additional Net System Revenues that would have been derived from each such

connection if it had been made prior to the beginning of such Fiscal Year or 12 calendar month period, and

(2) an allowance for Net System Revenues that would have been derived from any increase in the rates, fees and charges fixed and prescribed for Wastewater Service which became effective prior to the incurrence of such additional Parity Obligations but which was not in effect, during all or any part of such Fiscal Year or 12 calendar month period, in an amount equal to the estimated additional Net System Revenues that would have been derived from such increase in rates, fees and charges if it had been in effect prior to the beginning of such Fiscal Year or 12 calendar month period; or

(B) the estimated Adjusted Net System Revenues for each of the five full Fiscal Years next following the earlier of (i) the end of the period during which interest on such additional Parity Obligations is to be capitalized or, if no interest is capitalized, the Fiscal Year in which such additional Parity Obligations are incurred, or (ii) the date on which substantially all Wastewater Projects financed with such additional Parity Obligations plus all Wastewater Projects financed with all existing Parity Obligations are expected to commence operations, will be at least sufficient to satisfy the Coverage Requirement for such period; and for the purpose of providing such certificate or certificates, the City or the City's Consultant, as applicable, may adjust the foregoing estimated Adjusted Net System Revenues to reflect:

(1) an allowance for Net System Revenues that are estimated to be derived from any increase in the rates, fees and charges for Wastewater Service which have been adopted by the City and which will be in effect during all or any portion of the period for which such estimates are provided; and

(2) an allowance for Net System Revenues that are estimated to be derived from new customers of the Wastewater System anticipated to be served by any additions or improvements to or extensions of the Wastewater System reasonably expected to become available during such five year period in an amount equal to the additional Net System Revenues that are estimated to be derived from such customers.

For purposes of clause (B) above, with respect to Operation and Maintenance Costs, the City or the City's Consultant, as applicable, is required to use such assumptions (which are required to be set forth in such certificate or certificates) as such believes to be reasonable, taking into account: (i) historical Operation and Maintenance Costs, (ii) Operation and Maintenance Costs associated with the additions or improvements to or extensions of the Wastewater System to be financed with the proceeds of such additional Parity Obligations and any other new additions or improvements to or extensions of the Wastewater System during such five year period and (iii) such other factors, including inflation and changing operations or policies of the City, as the City or the City's Consultant, as applicable, believes to be appropriate.

The certificate or certificates described above in paragraph (ii) are not required if the Parity Obligations being issued are for the purpose of refunding (x) then outstanding Parity Obligations, if at the time of the issuance of such refunding Parity Obligations a certificate of the City is delivered showing that Parity Debt Service in each Fiscal Year on all Parity Obligations outstanding after the issuance of the refunding Parity Obligations will not exceed one hundred ten per cent (110%) of Parity Debt Service in each corresponding Fiscal Year on all Parity Obligations outstanding prior to the issuance of such refunding Parity Obligations; or (y) then outstanding Balloon Obligations or Variable Interest Rate Obligations, but only to the extent that the principal amount of such Balloon Obligations or Variable Interest Rate Obligations has been put, tendered to or otherwise purchased by a standby purchase or other liquidity facility relating to such Balloon Obligations or Variable Interest Rate Obligations.

Subordinate Obligations

Under the 2024 Contract, the City may issue or incur obligations secured by Net System Revenues on a priority subordinate to the Parity Obligations and such obligations may be paid only in accordance with the provisions of 2024 Contract as long as (i) no Event of Default has occurred and is continuing (unless such Event of Default will not be continuing after the incurrence of such subordinate obligations) and (ii) no Event of Default or Termination Event (as defined in any Payment Agreement) under any Payment Agreement has occurred and is continuing (unless such Event of Default or Termination Event will not be continuing after the incurrence of such subordinate obligations).

Certain Rights of the Insurer

[In the event that principal of or interest due on the 2024 Bonds shall be paid by the Insurer pursuant to the Policy or the Reserve Fund Policy, the Insurer will be subrogated to the rights of the registered owners of the 2024 Bonds. Any amendment, supplement, modification to, or waiver of, the 2024 Indenture or the 2024 Contract that requires the consent of holders of the 2024 Bonds will also require the prior written consent of the Insurer. Upon the occurrence and continuance of a default or an event of default under the 2024 Indenture or 2024 Contract, the Insurer will be deemed to be the sole owner of the 2024 Bonds for all purposes under the 2024 Indenture and the 2024 Contract, including, without limitations, for purposes of exercising remedies and approving amendments. In the event of any reorganization or liquidation of the City, the Insurer will have the right to vote on behalf of all holders of the 2024 Bonds on any reorganization or liquidation plan absent a continuing failure by the Insurer to make a payment under the Policy.]

BOND INSURANCE

[Section to be updated]

Bond Insurance Policy

Concurrently with the issuance of the 2024 Bonds, [INSURANCE PROVIDER] (“[INSURANCE PROVIDER]”) will issue its Municipal Bond Insurance Policy for the 2024 Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the 2024 Bonds when due as set forth in the form of the Policy included as APPENDIX G to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

[INSURANCE PROVIDER]

[INSURANCE PROVIDER] is a New York domiciled mutual insurance corporation. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of [INSURANCE PROVIDER] is liable for the obligations of [INSURANCE PROVIDER].

The address of the principal executive offices of [INSURANCE PROVIDER] is: [address]

[INSURANCE PROVIDER] is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

[INSURANCE PROVIDER]’s financial strength is rated “AA/Stable” by Standard and Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”). An explanation of the significance of

the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of [INSURANCE PROVIDER] should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of [INSURANCE PROVIDER] and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the 2024 Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of [INSURANCE PROVIDER] in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the 2024 Bonds. [INSURANCE PROVIDER] only guarantees scheduled principal and scheduled interest payments payable by the issuer of the 2024 Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and [INSURANCE PROVIDER] does not guarantee the market price or liquidity of the 2024 Bonds, nor does it guarantee that the rating on the 2024 Bonds will not be revised or withdrawn.

Capitalization of [INSURANCE PROVIDER]

[INSURANCE PROVIDER]'s total admitted assets, total liabilities, and total capital and surplus, as of [____], 2024 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$[____] million, \$[____] million and \$[____] million, respectively.

[INSURANCE PROVIDER] is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of [15]% of the par amount outstanding for each policy issued by [INSURANCE PROVIDER], subject to certain limitations and restrictions.

[INSURANCE PROVIDER]'s most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on [INSURANCE PROVIDER]'s website at [website], is incorporated herein by reference and may be obtained, without charge, upon request to [INSURANCE PROVIDER] at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

[INSURANCE PROVIDER] makes no representation regarding the 2024 Bonds or the advisability of investing in the 2024 Bonds. In addition, [INSURANCE PROVIDER] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [INSURANCE PROVIDER], supplied by [INSURANCE PROVIDER] and presented under the heading "BOND INSURANCE."

Additional Information Available from [INSURANCE PROVIDER]

Credit Insights Videos. For certain [INSURANCE PROVIDER]-insured issues, [INSURANCE PROVIDER] produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors [INSURANCE PROVIDER]'s analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on [INSURANCE PROVIDER]'s website at [website].

Obligor Disclosure Briefs. Subsequent to closing, [INSURANCE PROVIDER] posts an Obligor Disclosure Brief on every issue insured by [INSURANCE PROVIDER], including the 2024 Bonds. [INSURANCE PROVIDER] Obligor Disclosure Briefs provide information about the gross par insured by CUSIP, maturity and coupon; sector designation (e.g. general obligation, sales tax); a summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. The Obligor Disclosure Briefs are also easily accessible on [INSURANCE PROVIDER]'s website at [website].

Disclaimers. The Obligor Disclosure Briefs and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment

decisions. Credit-related and other analyses and statements in the Obligor Disclosure Briefs and the Credit Insights videos are statements of opinion as of the date expressed, and [INSURANCE PROVIDER] assumes no responsibility to update the content of such material. The Obligor Disclosure Briefs and Credit Insight videos are prepared by [INSURANCE PROVIDER]; they have not been reviewed or approved by the Authority, the City or the underwriters for the 2024 Bonds, and the Authority, the City and underwriters assume no responsibility for their content.

[INSURANCE PROVIDER] receives compensation (an insurance premium) for the insurance that it is providing with respect to the 2024 Bonds. Neither [INSURANCE PROVIDER] nor any affiliate of [INSURANCE PROVIDER] has purchased, or committed to purchase, any of the 2024 Bonds, whether at the initial offering or otherwise.

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 (the “State”). The Authority was created for the purpose of facilitating the financing or refinancing public improvement facilities within the City.

THE CITY

The City is a municipal corporation and charter city incorporated in 1850. The City is the county seat of San Joaquin County and 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. San Joaquin County is bounded by Sacramento County on the north, Stanislaus County on the south, Contra Costa County and Alameda County on the west and Amador County, Calaveras County and Stanislaus County on the east.

Certain economic and demographic information with respect to the City is contained in APPENDIX A. Such economic and demographic information is presented as general background information only. The 2024 Bonds are secured solely by the 2024 Installment Payments (which are payable from Net System Revenues) and funds and accounts established under the 2024 Indenture, and not by the general fund of the City. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein.

THE WASTEWATER SYSTEM

Overview

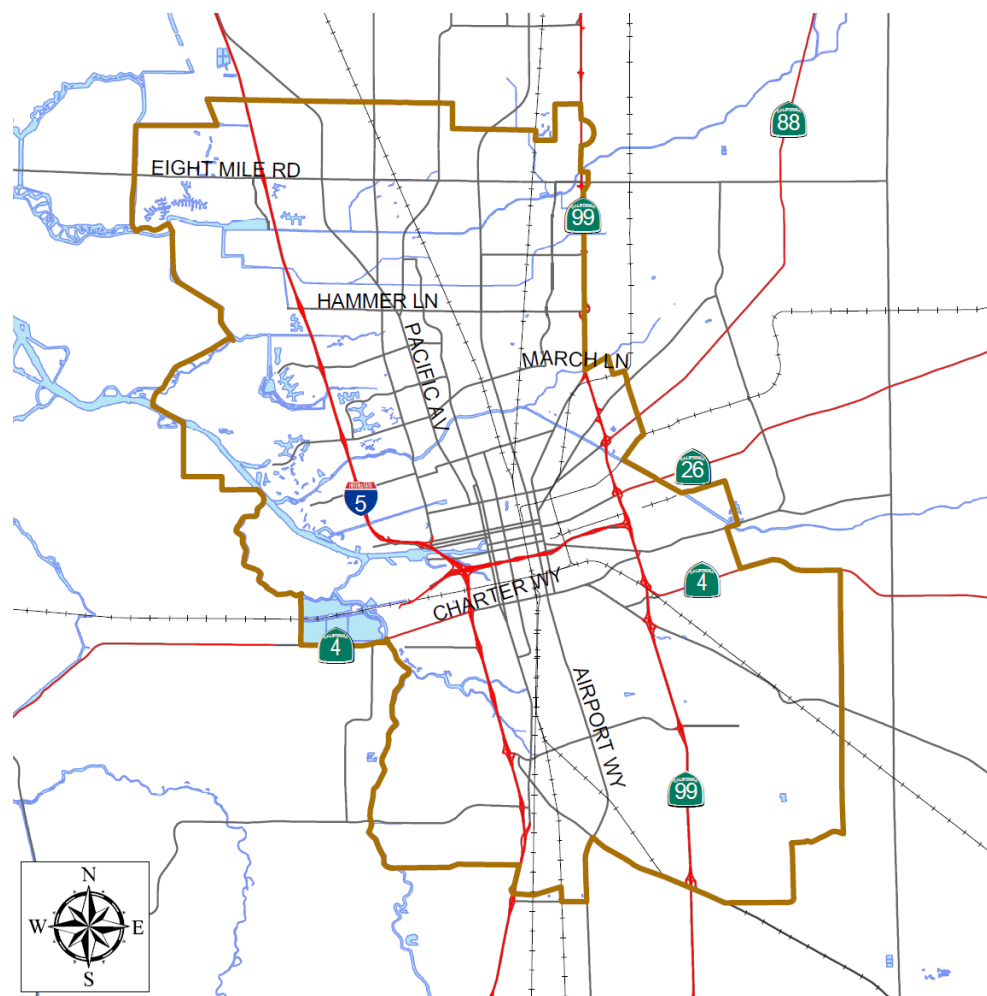
The City of Stockton Wastewater System is one of three utilities managed, operated, and maintained by the City of Stockton Municipal Utilities Department (the “Stockton MUD”). The two other utilities are Water and Stormwater. The Wastewater System is comprised of the regional wastewater collection system (the “Collection System”) and the treatment and disposal facilities located at the Stockton Regional Wastewater Control Facility (the “Stockton RWCF”). See “– Facilities” below.

Service Area

The Wastewater System provides wastewater service within the City limits and certain contiguous portions of unincorporated San Joaquin County (collectively, the “Service Area”). The Service Area covers approximately 100 square miles, of which the City comprises approximately 55.5 square miles. The total population of the City is approximately 317,204 (as of January 1, 2024 as estimated by the State Department of Finance), including eight service districts located outside of City limits (Colonial Heights, Lincoln Village, Taft, Pacific Gardens, Morrison Gardens, Boggs Tract, College Parkview, and Country Club) and an unincorporated

portion of the County. The eight service districts and the unincorporated portion of the County are referred to collectively as “Non-City Customers.”

The following is a map of the Service Area.



Organization and Management

Organization. The Wastewater System is operated under the management and control of the City Council. Day-to-day management is provided by C. Mel Lytle, Ph.D., the Director of Stockton MUD; Deedee Antypas, Deputy MUD Director of Wastewater Operations; Ali Gharegozloo, Deputy MUD Director of Engineering and Department Services; and Jeff Marasovich, Deputy MUD Director of Maintenance and Collections Systems, under the general supervision of the City Manager. The Assistant MUD Director position is currently vacant.

The organization of the Wastewater System is presented in the organizational chart on the following page. The Wastewater System also receives services from other divisions within Stockton MUD, including engineering, administration, laboratory, maintenance, and environmental control.

The Wastewater System operates within the legal requirements of the City Charter, the City Municipal Code, and in accordance with the laws of the State and the nation. The Wastewater System is regulated at the State level by the State Water Resources Control Board (the “SWRCB”), the Central Valley Regional Water

Quality Control Board (the “RWQCB”), and at the Federal level by the Environmental Protection Agency (the “EPA”).

The Wastewater System also receives guidance from the Water Advisory Group (described below) and the City Council Water Committee.

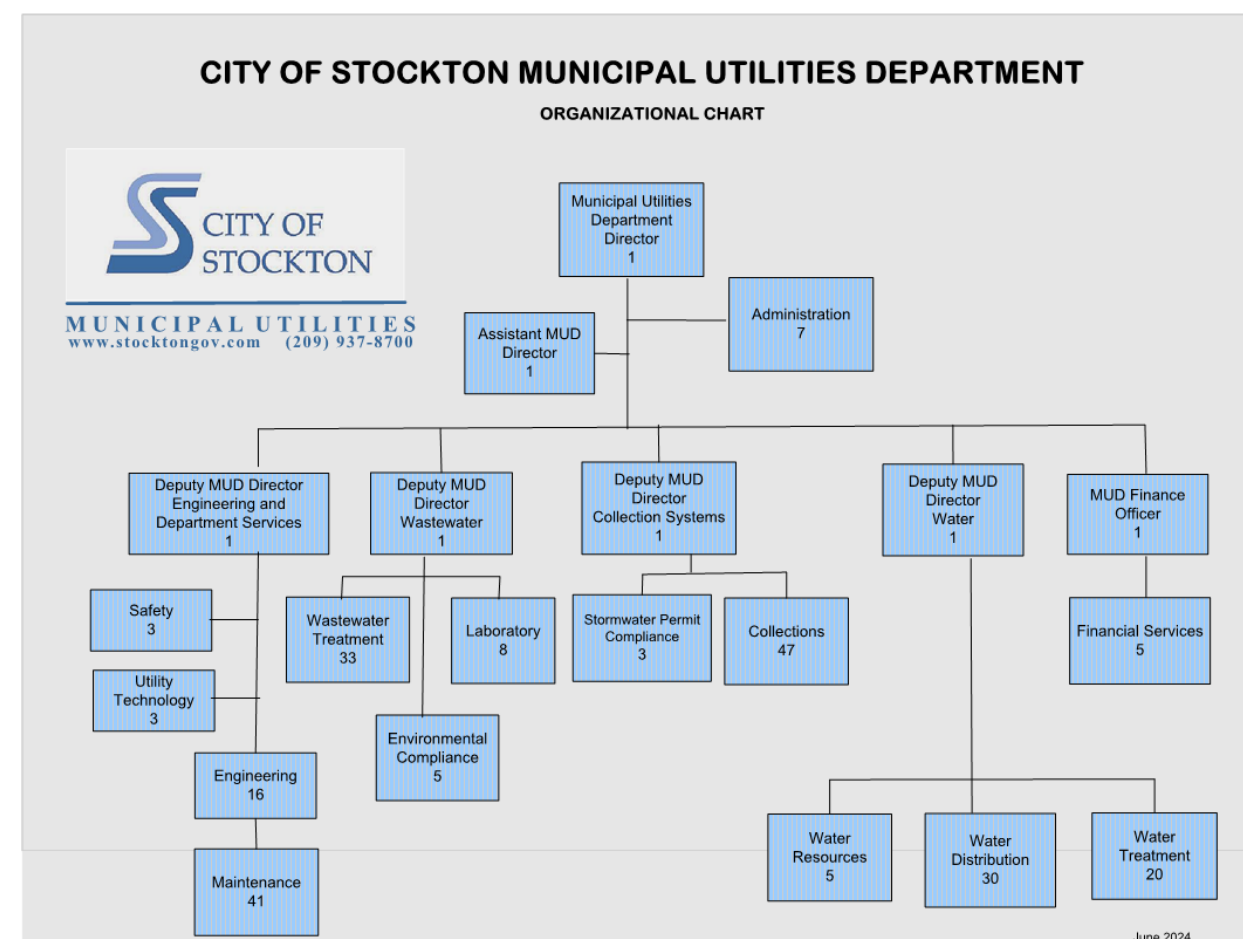
Water Advisory Group. In 2009, the City Council adopted Resolution No. 09-0279 establishing the Water Advisory Group (the “WAG”) to foster citizen input and transparency in the operations of Stockton MUD. The WAG reports directly to the Council Water Committee (described below) on current and future issues impacting the Wastewater, Water, and Stormwater Utilities of the City, including review of Stockton MUD monthly operations and maintenance reports (including those for the Wastewater System). The WAG is comprised of seven members, who must reside within one of the service areas of the City’s three Utilities, and serve four-year terms for a maximum of two terms. The Mayor and each Council member nominate one candidate with all nominees ratified by the full City Council.

The Director of Stockton MUD serves ex-officio as Secretary of the Water Advisory Group.

Council Water Committee. The Council Water Committee is a standing committee of the City Council. This Committee is comprised of three members of the City Council and one alternate appointed by the Mayor and ratified by the full City Council. The Council Water Committee is responsible for advising and making recommendations to the City Council on all issues related to wastewater, including, but not limited to, projects, treatment, regulatory issues, and recommendations made by the WAG.

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Wastewater System Organizational Chart



Management. The Wastewater System operates within the legal requirements of the City Charter, the Municipal Code and in accordance with the laws of the State and the nation. See also “ – Regulatory Compliance.”

The Wastewater System receives administrative and overhead support services from the City and is charged for these services through an interdepartmental cost allocation system.

A Brief resume of the Stockton MUD Director is set forth below:

C. Mel Lytle, Ph.D., Director of Municipal Utilities. Dr. Mel Lytle began work for the City of Stockton in 2012 as Director of the Municipal Utilities Department. Prior to his time with the City, Mel worked for 10 years as the Water Resources Manager for San Joaquin County. Dr. Lytle is a published author, invited lecturer and Postdoctoral Fellow of the University of California Berkeley. His academic training includes bachelor’s & master’s degrees in agricultural business/science and a Ph.D. in botany & range science from Brigham Young University, Utah.

Facilities

General. The Stockton RWCF is located on an approximately 690-acre site in the southwestern portion of the City adjacent to the San Joaquin River. The Stockton RWCF is comprised of primary, secondary, and

tertiary wastewater treatment and discharge to the San Joaquin River. The current capacity of the Stockton RWCF in million gallons per day (“mgd”) is as follows:

Design Average Dry Weather Flow	47 mgd
Maximum Secondary Treatment Capacity.....	79.4 mgd
Maximum Outfall Capacity	55 mgd

In Fiscal Year 2022-23, the Stockton RWCF treated and discharged approximately 9.9 billion gallons of wastewater originating from residential, commercial, industrial and institutional customers within the Service Area.

The Stockton RWCF is undergoing a multi-year project to repair, replace and upgrade the treatment process units at the Stockton RWCF in order to meet treated wastewater discharge limits regulated by the Central Valley Regional Water Quality Control Board by June 1, 2024. As of the date hereof, completion of the project has been extended to January 2025.

Collection System. The existing sanitary collection system conveys all wastewater for the Service Area to the Stockton RWCF. The collection system is comprised of ten smaller collection systems that function somewhat independently of each other, although some interties and shared facilities do exist. More than 108,000 sanitary sewer connections and more than 1,400 miles of sanitary sewer pipelines, including pressurized force mains, gravitational sewer mains and service laterals, comprise the collection system. The sanitary collection system also includes 27 pump stations. The sanitary collection system and the City’s storm water collection system are separate, unconnected systems.

Wastewater generally flows by gravity from east to west. Wastewater from north Stockton and several east Stockton locations must be pumped to the Stockton RWCF. Capacities of these pump stations range from several hundred to over 30,000 gallons per minute.

Treatment Process and Disposal System. Wastewater is treated at the Stockton RWCF and discharged into the San Joaquin River. The Stockton RWCF processes wastewater in three steps: primary, secondary, and tertiary (advanced) which are required to meet environmental standards. A summary of each stage of the treatment process is set forth below.

Primary Treatment. Primary treatment includes screening, grit removal, and sedimentation. Screens remove large objects such as rags, sticks, plastics, small stones, and pieces of wood. The wastewater flows through six primary settling tanks to allow heavy particles to settle to the bottom to be moved to sludge hoppers. Floating materials are removed with water sprays and rotating collectors or skimmers. Floatable substances, such as grease, are skimmed and sent to the bio-oxidation towers.

Secondary Treatment. After passing through primary settling tanks, the effluent is pumped to four secondary clarifiers where further settling of solids occurs. Cleaned effluent from the secondary clarifiers then flows to the aeration basins where aerobic, anaerobic, and swing zones activate the microbes to metabolize the remaining organic matter in the wastewater stream. The microbes are recycled through a return activated sludge system in a continuous loop back into the aeration basins to replenish the microbe stock. The aeration basins, and activated sludge system removes the majority of BOD, TSS, and ammonia from the wastewater stream.

Advanced Tertiary Treatment. The tertiary treatment facilities consist of disk filters and ultraviolet radiation. Effluent from the aeration basins is routed through disk filters to remove any final remaining solids. The filtered water is then pumped through channels containing ultraviolet bulbs for final disinfection before discharge into the San Joaquin River.

A diagram of the treatment process is set forth on the next page.

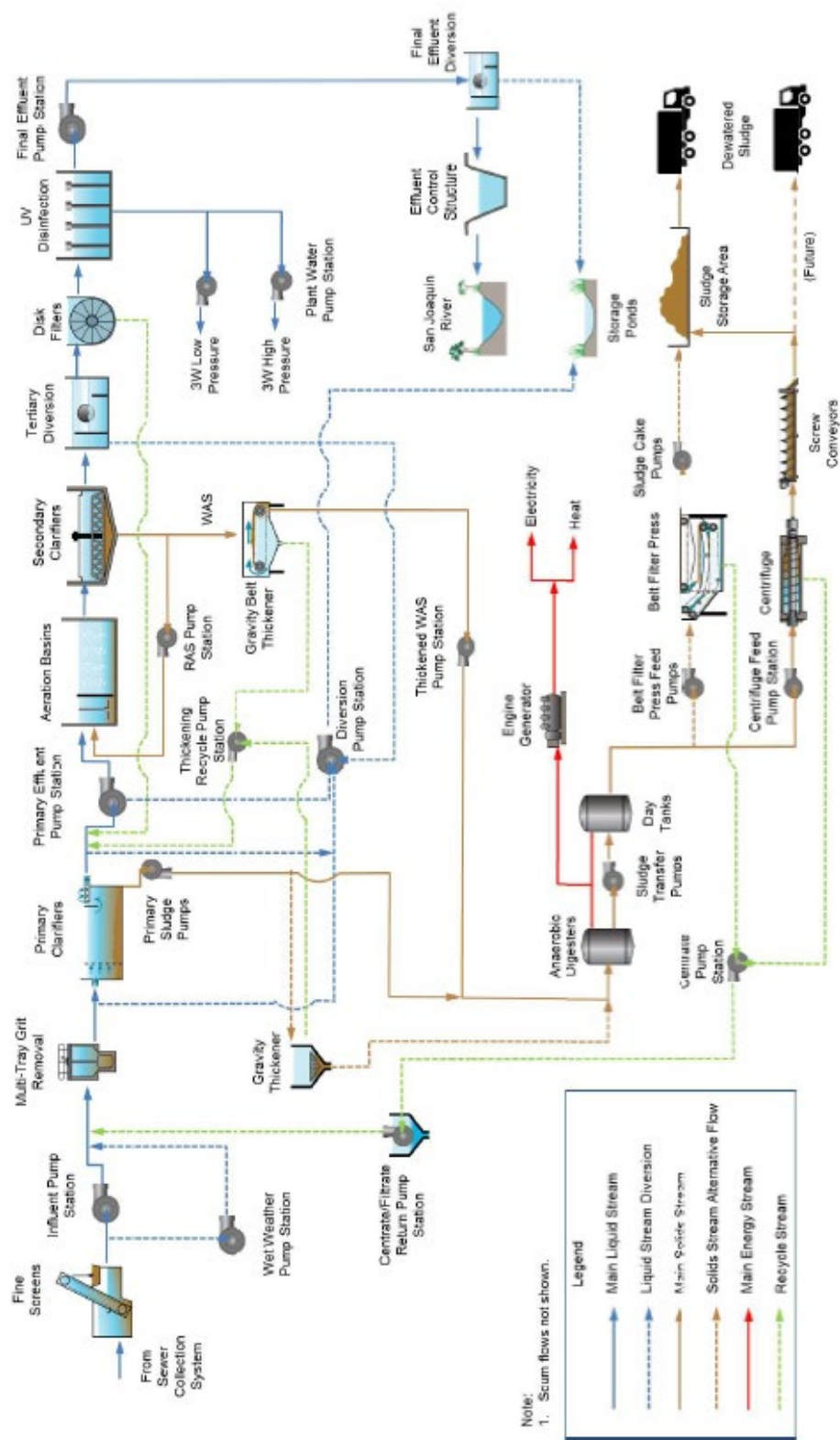


Figure 4-5. Conceptual Process Flow Diagram

Fat, Oils, and Grease. Fats, oils, and grease (“FOG”) in the collection system is also a major concern. Wastewater lines blocked with FOG can cause overflows and result in sanitary sewer overflows (“SSOs”). The City has developed a comprehensive program to address sanitary sewer overflows associated with FOG, consisting of preventative maintenance, inspections, enforcement procedures, and public education and outreach to food service establishments. The City also requires industrial users to install pretreatment equipment, including equipment to reduce FOG and has public educational outreach programs for other users to reduce FOG in the collection system and SSOs.

Power Source. The Stockton RWCF produces approximately 47 million pounds of sludge each month. The decomposition of this sludge produces enough methane to generate 38,000 megawatts (“MW”) per year to supply the majority of the power needs of the Stockton RWCF. The City also purchases electrical power from Pacific Gas & Electric. In order to satisfy State requirements that all wastewater treatment facilities have an alternate source of power, the Stockton RWCF is equipped with a standby 1,750 kilowatt black start diesel generator and a 3MW Kohler generator.

Disposal System. The Stockton RWCF discharges treated effluent to the San Joaquin River through a pipe outfall in compliance with State requirements. Solids removed from the treatment process include grit, screenings and large debris. These solids are collected or removed through various processes and disposed of to a local landfill. Sludge collected from the treatment process is pumped to the anaerobic digesters. Once digested, the solids are dewatered and are sent through the belt filter presses where the remaining water is removed, and a biosolids “cake” is produced. This cake is hauled by a contract hauler off site and is land disposed or land applied (to land located outside of the County). The Stockton RWCF hauls approximately 5,400 dry tons of biosolids off-site each year.

Wastewater System Users

Customer Class. During Fiscal Year 2022-23, the Wastewater System served 108,807 accounts, of which approximately 96% were residential users. Table 1 summarizes the customer base by the number of connections for the last five Fiscal Years.

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Table 1
City of Stockton Wastewater System
Customer Class by Type of Account
(Fiscal Years 2018-19 through 2022-23)

Account Type	Fiscal Years				
	2018-19	2019-20	2020-21	2021-22	2022-23
Residential:					
Single Family and Condo	75,826	76,139	76,350	76,774	77,879
Multi-Family and Apartments	26,624	26,630	26,630	26,626	26,635
Commercial:					
Low Strength	192	196	196	201	205
Medium Strength	3,117	3,121	3,136	3,145	3,176
High Strength	393	394	395	394	404
Industrial:					
Low Strength	35	35	35	36	36
Medium Strength	429	431	432	433	441
High Strength	17	19	19	20	20
Wastewater Haulers	13	11	11	11	11
TOTAL	106,646	106,976	107,204	107,640	108,807

Source: City of Stockton, Utility Billing.

Additionally, the County bills on the tax bill certain property owners in three unincorporated areas where the City takes in the wastewater flows. These accounts are serviced and billed by the County and directly serviced through County Assessment Districts. These areas are Lincoln Village and Colonial Heights, together comprising over 800 acres, and Country Club, which is roughly 1,200 acres, and is comprised of two County districts. Roughly 1,000 homes in the Country Club Sanitary District Area of Country Club entered into an agreement with the City and are directly billed by the City. The remaining roughly 2,460 properties are serviced through the Pacific Gardens Maintenance District. These unincorporated areas are predominately made up of residential development, but do include some small commercial developments. They are fully surrounded by the City limits. Except for the roughly 1,000 properties in the Country Club Sanitary District, parcels in these unincorporated areas previously estimated in the above table have been excluded since the customers are both serviced and billed by the County and the City has no automated way to track ownership or zoning changes.

Largest Users by Flow. The table below shows the 10 largest users (unaudited) of the Wastewater System by flow for Fiscal Year 2022-23

Table 2
City of Stockton Wastewater System
Ten Largest Users by Flow
Fiscal Year 2022-23

Name	Industry/Type of Business	Fiscal Year 2022-23 Users	
		Peak Monthly Flow (mg)	Total Yearly Flow (mg)
Campbell Soup Supply Co.	Food Processing	47.17	137.68
San Joaquin County French Camp	Correctional Facility	9.76	91.36
Northern California Youth Center	Correctional Facility	7.63	74.54
Niagara 811 Zephyr	Bottle Water Supply	6.95	72.86
Yosemite Foods	Food Processing	7.32	70.12
Niagara ⁽¹⁾	Bottle Water Supply	5.51	57.88
Aramark	Commercial/Industrial Laundry	3.91	39.14
DTE Stockton	Electric Generation Facility	4.35	33.65
California Health Care Facility	Health care	3.24	31.05
Unifirst Corp	Commercial/Industrial Laundry	3.25	26.04

⁽¹⁾ Niagara includes multiple accounts billed to the same address.

Source: City of Stockton

Largest Users by Revenue. The table below shows the 10 largest users (unaudited) of the Wastewater System based on revenue for Fiscal Year 2022-23.

Table 3
City of Stockton Wastewater System
Ten Largest Users by Revenue
Fiscal Year 2022-23

Name	Industry/Type of Business	Fiscal Year 2022-23 Revenues	
		Amount	Percent
Niagara ⁽¹⁾	Bottled Water Supplier	\$672,377	0.92%
PW FUND B LP	Financial Services	207,778	0.28
Trader Joe's Company	Food Processing	118,570	0.16
Cintas Corp	Commercial/Industrial Laundry	87,975	0.12
Prologis	Real Estate Investment	87,867	0.12
Amazon Distribution Center	Distribution Center	78,230	0.11
KeHE Distributors - NCA	Food Distribution	66,306	0.09
Simpson Manufacturing Co Inc	Building Manufacturer	61,246	0.08
EGMR NORCAL LOGISTICS CTR LLC	Distribution Center	61,169	0.08
ArcBest	Transportation	60,321	0.08
SUBTOTAL		\$1,501,863	2.03%
All Others	Various	\$71,539,004	97.94%
TOTAL		\$73,040,867	100.00%

⁽¹⁾ Niagara includes multiple accounts billed to same address.

Source: City of Stockton

Rate Setting, Billing, and Collection Procedures

Rate Setting. In accordance with California law, the City Council may, from time to time and at its discretion, fix, alter, change, amend or revise any user fees, connection charges and all other fees related to the Wastewater System. No other governmental authority, board, body or commission has jurisdiction over or is required to approve the Wastewater System rates established by the City Council. However, the ability of the City to increase user fees related to the Wastewater System is subject to the limitations imposed by Proposition 218. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS” herein.

Wastewater Rate Study. The City has contracted with HDR Engineering, Inc. (“HDR”) to conduct a new 2024 wastewater rate study (the “2024 Wastewater Rate Study”). In accordance with the California state law, requiring that billing for wastewater service be based on water consumption, the Wastewater System will use the results of the 2024 Wastewater Rate Study to establish equitable rate schedules for both consumption-based and flat-rate water usage. The 2024 Wastewater Rate Study included review of a 10-year CIP to ensure adequate future revenue to construct and maintain the Wastewater System infrastructure. The 2024 Wastewater Rate Study is currently underway and the City currently expects it to be completed in the summer of 2024, and be subsequently adopted by City Council in late 2024. Once the 2024 Wastewater Rate Study is approved, it can be viewed online at www.stocktonca.gov/files/218RateStudyReport.pdf or a copy can be obtained by contacting the City Clerk, City of Stockton, 425 North El Dorado Street, Stockton, California 95202.

In 2019, the City contracted with HDR to conduct a wastewater rate cost of service study (the “2019 Wastewater Rate Study”. On May 21, 2019, the City Council approved a resolution (“Resolution No. 2019-05-21-1506”), authorizing annual wastewater rate increases based upon a user classification, that became effective commencing July 1, 2019 and on each July 1 thereafter, commencing July 1, 2020 through July 1, 2023 as recommended in the 2019 Wastewater Rate Study.

Billing. Wastewater, water, and stormwater services are considered “ready to use” and are billed monthly as long as the account remains open. Bills for City utility services are issued monthly by the City. Within the Service Area, City customers are billed for all applicable utility services (water, wastewater, storm water, and garbage collection) on a unified bill issued by the City.

Collection. Utility bills are due 18 days from the date of billing and become delinquent 25 days thereafter. If such bills remain unpaid on the 26th day after billing a 10% penalty is assessed, and an additional 1% penalty is assessed for each additional month that charges remain unpaid. Postmark dates are not accepted as received by dates. If wastewater service is terminated due to unpaid delinquent charges, wastewater service is not to be restored or provided until all delinquent charges and associated service charges and fees, reconnection charges have been paid in full, or an amortization agreement has been authorized by the City or its authorized agent for billing and collection pursuant to Sections 779 or 10010 of the State Public Utilities Code or other applicable statute or regulation. Delinquent balances may result in the recording of a lien or assessment against the property where service is provided.

Any partial payments of a unified bill received by the City are applied to pay, in full, utility charges in the following priority: storm water, Wastewater System, water, and garbage collection. Any amounts remaining unpaid would be subject to an amortization agreement, which the City would enforce in the event of non-payment of such amortization agreement as described above.

Rates, Fees and Charges

The Wastewater System receives moneys from two primary sources: (i) monthly sewer service charges and connection fees; and (ii) interest income.

Monthly Wastewater Service Charges. Customers of the Wastewater System are billed monthly sewer service charges based on a user classification: residential, commercial, institutional, and industrial and whether the customer is located within the City. Below is a summary of the method for calculating the monthly sewer charges and the rates for Fiscal Year 2023-24.

Residential. Single family residential users of the Wastewater System are billed a flat monthly charge of \$55.68. Non-City customers received a discount on the flat monthly charge based on prior agreements to credit them for collection system charges for which they receive no benefit. Multifamily and apartment residential users are also billed a slightly lower amount per dwelling unit.

Commercial. Commercial users of the Wastewater System are billed the greater of a minimum charge of \$26.83 per month, with a discount for Non-City customers, plus a volume charge based on one-hundred cubic feet of metered sewage effluent measured. Different volume charges are applied depending upon whether the user is classified as a low, medium or high strength discharger into the Wastewater System.

Institutional. Institutional users, such as government facilities, hospitals and schools of the Wastewater System are billed based on their type of business activity, with a discount for Non-City customers.

- Low Strength Discharge Fee. Institutional users classified as low strength are charged a minimum charge \$26.83 plus a volume charge based on \$2.22 per 100 cubic feet of metered sewage effluent.
- Medium Strength Discharge Fee. Institutional users classified as medium strength are charged a minimum charge of \$26.83 plus a volume charge based on \$2.70 per 100 cubic feet of metered sewage effluent.
- High Strength Discharge Fee. Institutional users classified as high strength are charged a minimum charge of \$26.83 plus a volume charge based on \$4.54 per 100 cubic feet of metered sewer effluent.

Schools. The City bills schools for wastewater service based upon the number of students, based upon average daily attendance (“ADA”), attending the institution at a rate of \$1.30 per student per day.

Industrial. Industrial users of the Wastewater System are charged a fixed monthly administrative charge of \$26.83, plus additional charges based upon capacity, in addition to annual operation and maintenance costs, and monitoring charges. Capacity charges are \$864.80 per million gallons per month; plus strength charges of \$140.13 per 1,000 pounds of BOD and \$102.88 per 1,000 pounds of total suspended solids (“TSS”). The annual operation and maintenance charges are \$748.52 per million gallons; plus strength charges of \$52.14 per 1,000 pounds of BOD and \$83.45 per 1,000 pounds of TSS. In addition, industrial users are billed for actual cost of monitoring charges.

Historical and Current Rates. Pursuant to Resolution No. 2019-05-21-1506, the first increase in wastewater rates of 6% took effect on July 1, 2019, with subsequent increases of up to 6% in each Fiscal Year thereafter through Fiscal Year 2023-24. The adopted rates are comprised of: (i) fixed monthly charges based upon customer class; (ii) volume costs; and (iii) strength charges. Table 7 sets forth the approved wastewater rates for Fiscal Years 2019-20 through 2023-24. The 2024 Wastewater Rate Study is currently underway and the City currently expects it to be completed in the summer of 2024, and be subsequently adopted by City Council in late 2024. Once the 2024 Wastewater Rate Study is approved, it can be viewed online at www.stocktonca.gov/files/218RateStudyReport.pdf or a copy can be obtained by contacting the City Clerk, City

of Stockton, 425 North El Dorado Street, Stockton, California 95202. See “Rate Setting, Billing, and Collection Procedures – Wastewater Rate Study,” above.

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Table 4
City of Stockton
Wastewater System
Schedule of Current and Approved Rates, Charges and Effective Dates

Category	Fiscal Years														
	2019-20			2020-21			2021-22			2022-23			2023-24		
	Fixed	Flow	Other ⁽²⁾	Fixed	Flow	Other ⁽²⁾	Fixed	Flow	Other ⁽²⁾	Fixed	Flow	Other ⁽²⁾	Fixed	Flow	Other ⁽²⁾
Residential Charge (Per Dwelling Unit)															
Single-Family & Condo (City)	\$44.10	—	—	\$46.75	—	—	\$49.56	—	—	\$52.53	—	—	\$55.68	—	—
Single-Family & Condo (Non-City)	40.22	—	—	42.63	—	—	45.19	—	—	47.90	—	—	50.77	—	—
Multi-Family (City)	41.55	—	—	44.04	—	—	46.68	—	—	49.48	—	—	52.45	—	—
Multi-Family (Non-City)	37.27	—	—	39.51	—	—	41.88	—	—	44.39	—	—	47.05	—	—
Apartments (City)	37.68	—	—	39.94	—	—	42.34	—	—	44.88	—	—	47.57	—	—
Apartments (Non-City)	33.08	—	—	35.06	—	—	37.16	—	—	39.39	—	—	41.75	—	—
Commercial/Institutional⁽¹⁾															
<u>Fixed Charges</u>															
Fixed Monthly Charge (City)	21.25	—	—	22.53	—	—	23.88	—	—	25.31	—	—	26.83	—	—
Fixed Monthly Charge (Non-City)	18.66	—	—	19.78	—	—	20.97	—	—	22.23	—	—	23.56	—	—
<u>Consumption Charges (\$/CCF)⁽³⁾</u>															
Commercial/Institutional-Low strength	—	1.75	—	—	1.86	—	—	1.97	—	—	2.09	—	—	2.22	—
Commercial/ Institutional -Med strength	—	2.14	—	—	2.27	—	—	2.41	—	—	2.55	—	—	2.70	—
Commercial/ Institutional -High strength	—	3.59	—	—	3.81	—	—	4.04	—	—	4.28	—	—	4.54	—
Schools/Churches (\$/ADA) ⁽⁴⁾	—		1.03	—		1.09	—		1.16	—		1.23	—		1.30
Industrial															
Fixed Monthly Charge	21.25	—	—	22.53	—	—	23.88	—	—	25.31	—	—	26.83	—	—
<u>Consumption Charges</u>															
Industrial-Flow (\$/MG) ⁽⁵⁾	—	592.90	—	—	628.47	—	—	666.18	—	—	706.15	—	—	748.52	—
Industrial-BOD (\$/Klbs) ⁽⁶⁾	—	41.30	—	—	43.78	—	—	46.41	—	—	49.19	—	—	52.14	—
Industrial-SS (\$/Klbs) ⁽⁶⁾	—	66.10	—	—	70.07	—	—	74.27	—	—	78.73	—	—	83.45	—
<u>Admin/Standby-by Charge</u>															
Industrial-Flow (\$/MG) ⁽⁵⁾	—	—	685.00	—	—	726.10	—	—	769.67	—	—	815.85	—	—	864.80
Industrial-BOD (\$/Klbs) ⁽⁶⁾	—	—	111.00	—	—	117.66	—	—	124.72	—	—	132.20	—	—	140.13
Industrial-SS (\$/Klbs) ⁽⁶⁾	—	—	81.50	—	—	86.39	—	—	91.57	—	—	97.06	—	—	102.88

⁽¹⁾ Rates are based upon a fixed charge per month plus the flow per one hundred cubic feet (HCF).

⁽²⁾ Charged on the basis of the average daily attendance (ADA).

⁽³⁾ CCF = one hundred cubic feet.

⁽⁴⁾ ADA = average daily attendance.

⁽⁵⁾ MG = million gallons

⁽⁶⁾ Klbs = one thousand pounds.

Source: City of Stockton.

Connection Fees. One-time charges (“Connection Fees”) are levied by the City to recover costs incurred for providing capacity in the Wastewater System required by new users. The amount of such fees collected is therefore subject to the pace of development in the Service Area.

Connection Fees have been in effect in the City since Fiscal Year 1976-77. On July 6, 1988, the City Council adopted an ordinance creating and establishing the authority for imposing and charging public facilities fees (“Public Facilities Fees”). On September 12, 1988, the City Council adopted a resolution establishing and imposing Public Facilities Fees, including Connection Fees, to be paid at the time of issuance of a building permit for development and are used to finance the acquisition, construction and improvement of public facilities needed as a result of new development.

The historical connection fee revenues received by the City are set forth in the table below.

Table 5
City of Stockton Wastewater System
Historical Connection Fee Revenues
(Fiscal Year Ended June 30)
(\$ in thousands)

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Connection Fee Revenues	\$1,452	\$2,123	\$4,521	\$3,943	\$2,455

Source: City of Stockton.

Interest Income. The Wastewater System receives additional income from interest income earned on funds available for use in operations and for application to capital facilities projects.

Delinquencies. Set forth in the table below is a summary of the amounts billed for charges for services and estimated to be uncollectible for the last five Fiscal Years. The amount estimated as uncollectible is determined at the end of each Fiscal Year and does not take into account any amounts that may be collected after the end of that Fiscal Year.

Table 6
City of Stockton Wastewater System
Uncollectible Charges for Services
(Fiscal Years)

	<u>2018-19</u>	<u>2019-20⁽¹⁾</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Charges for Services	\$65,976,659	\$69,851,118	\$72,997,043	\$76,884,317	\$82,906,319
Amount Uncollectible ⁽¹⁾	3,526,090	6,035,462	4,712,089	8,936,561	5,924,674
Uncollectible %	5.35%	8.64%	6.46%	11.62%	7.15%

⁽¹⁾ Represents the Fiscal Year end delinquent amount over four years, plus 3% of the amount delinquent more than 115 days which equals the amount at the end of the Fiscal Year that the City estimates will be uncollectible.

Source: City of Stockton.

Comparative Rates and Fees

Comparative Monthly Residential Wastewater Service Charges. The City’s standard residential charges are set forth in Table 7 below with a comparison to other comparable, neighboring cities.

Table 7
City of Stockton Wastewater System
Current Monthly User Fee Comparison
Residential Service/Residential Charge
[To be updated]

<u>City</u>	<u>Monthly User Fees(1)</u>
Tracy	
Pleasanton (PSRD)	
Modesto	
Manteca	
Stockton	55.68
Brentwood	
Lathrop-West	
Lathrop-East	

⁽¹⁾ Rates shown for comparable cities are as of Fiscal Year 2023-24.
Source: City of Stockton, Municipal Utilities Department.

Comparative Residential Connection Fees. The current residential Connection Fees and a comparison to those of other Central Valley and Northern California cities are set forth in Table 8. City residential Connection Fees are included as part of the City's Wastewater System Net System Revenues which are used, in part, to pay the 2024 Installment Payments.

Table 8
City of Stockton Wastewater System
Current Residential Wastewater Connection Fees Comparison
(As of July 1, 2023)
[To be updated]

<u>City</u>	<u>Connection Fee(s)</u>
Pleasanton	
Brentwood	
Lathrop	
Stockton	[5,300.00]
Modesto	
Manteca	

Source: City of Stockton, Municipal Utilities Department.

Financial Policies and Practices

[City to confirm]

Reserve Policy. In 2006, to ensure sound fiscal management, preserve the discretion of the City Council in its resource allocation decisions, and to minimize the impact to citizens of potentially significant rate increases, the City established a reserve policy for all of its utilities, including the Wastewater System. The target reserve seeks to: (i) build a six-month reserve of the annual operating budget of the Wastewater System using a three-year trend to project the actual amount; (ii) transfer all revenue exceeding expenses, after the payment of debt service and on-going capital project costs of the Wastewater System, into the reserve account until the target is met; and (iii) establish a rate stabilization account and transfer all remaining revenue exceeding expenses on an "as needed" basis; such as when an upcoming project is expected to significantly increase rates. The rate stabilization account will help distribute any rate increase over a period of time in lieu of a one-time increase.

As of June 30, 2024, six-month reserve was calculated to be approximately \$33.6 million. As of June 30, 2024, the balance in the reserve was approximately \$51.48 million, including the balance in the Rate Stabilization Fund in the amount of approximately \$13.6 million. See also “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Rate Stabilization Fund” herein.

Investment Policy. Funds held by the Wastewater System are invested pursuant to the City’s Investment Policy. The Investment Policy establishes three objectives in investing moneys under control of the City: safety, liquidity, and return on investment. The City Council is provided with monthly and quarterly investment reports. A copy of the City’s Investment Policy can be viewed on its website.

Historical Debt Service Coverage

Table 9 sets forth historical revenues, expenses (based upon audited financial information) and debt service coverage for Fiscal Year 2018-19 through Fiscal Year 2022-23. The information set forth below has been excerpted from the financial statements of the City but certain non-cash items have been excluded and certain other adjustments have been made.

Table 9
City of Stockton Wastewater System
Historical Revenues, Expenses and Debt Service Coverage
(Fiscal Years Ended June 30)
(\$ in thousands)

	2018-19	2019-20	2020-21	2021-22	2022-23
Revenues					
Rate Revenue ⁽¹⁾	\$65,977	\$69,851	\$72,997	\$76,884	\$82,906
Other Operating Income	1,456	6,111	888	1,625	1,487
Plus: Connection Fees	1,722	2,464	4,522	3,943	2,455
Plus: Interest Income	2,131	5,969	1,825	1,464	1,669
Deposit to Rate Stabilization Fund	—	—	—	—	—
Total Revenues	\$71,286	\$82,314	\$80,232	\$83,916	\$88,517
Expenditures					
Operation and Maintenance	\$29,967	\$32,362	\$36,382	\$44,388	\$43,786
General and Administrative	12,053	15,593	9,321	8,899	9,343
Total Expenditures	\$42,020	\$47,955	\$45,703	\$53,287	\$53,129
Net Revenues Available for Debt Service	\$29,266	\$34,360	\$34,529	\$30,629	\$35,388
Debt Service					
2014 Bonds	\$6,495	\$6,487	\$6,492	\$6,488	\$6,488
2019 Bond Anticipation Notes	-	1,009	1,659	147	-
2020 WIFIA Loan	-	-	-	378	1,296
Annual Debt Service	\$6,495	\$7,496	\$8,151	\$7,013	7,784
Net Revenue Available for Capital and Other	\$22,771	\$26,863	\$26,378	\$23,616	\$27,604
Debt Service Coverage (Minimum 1.15x)⁽²⁾	4.51x	4.58x	4.24x	4.37x	4.55x

⁽¹⁾ Approved annual rate increases of 6.0% per year through fiscal year ending June 30, 2024.

⁽²⁾ Net Revenues divided by Total Debt Service.

Source: City of Stockton for revenues and expenses and Del Rio Advisors, LLC, for debt service coverage information.

The audited financial statements for the Wastewater System for the Fiscal Year ended June 30, 2023 are attached as APPENDIX B–“AUDITED FINANCIAL STATEMENTS OF THE CITY OF STOCKTON FOR THE YEAR ENDED JUNE 30, 2023.” These statements should be read in their entirety.

Projected Debt Service Coverage

Revenues, expenses and debt service coverage for Fiscal Years 2023-24 (budgeted) and Fiscal Years 2024-25 through 2028-29 (projected) are set forth in Table 10, based on certain assumptions described in the footnotes to Table 10. *The following projections are based on the current circumstances of the City and currently available information and are believed to be reasonable. The projections may be affected by various factors and there can be no assurance that they will be achieved and any variation from projected operating results may be material.*

Table 10
City of Stockton Wastewater System Fund
Projected Revenues, Expenses and Debt Service Coverage
(\$ in thousands)

	2023-24 (Budgeted)	2024-25 (Projected)	2025-26 (Projected)	2026-27 (Projected)	2027-28 (Projected)	2028-29 (Projected)
Revenues						
Rate Revenue ⁽¹⁾	\$91,602	\$94,350	\$97,181	\$100,096	\$103,099	\$106,192
Other Operating Income ⁽²⁾	1,617	1,650	1,683	1,717	1,751	1,786
Plus: Connection Fees ⁽³⁾	2,835	2,863	2,892	2,921	2,950	2,980
Plus: Interest Income ⁽⁴⁾	1,611	1,789	1,452	1,462	1,576	1,590
Deposit to Rate Stabilization Fund	—	—	—	—	—	—
Total Revenues	\$97,665	\$100,652	\$103,208	\$106,196	\$109,376	\$112,548
Expenditures						
Operation and Maintenance ⁽⁵⁾	\$63,875	\$62,791	\$64,675	\$66,615	\$68,613	\$70,671
General and Administrative ⁽⁶⁾	12,762	13,400	14,070	14,774	15,513	16,289
Total Expenditures	\$76,636	\$76,191	\$78,745	\$81,389	\$84,126	\$86,960
Net Revenues Available for Debt Service	\$21,029	\$24,461	\$24,463	\$24,807	\$25,250	\$25,588
Debt Service						
2014 Bonds ⁽⁷⁾	\$6,486	\$5,968	—	—	—	—
2020 WIFIA Loan	1,296	1,296	\$1,296	\$1,296	\$1,296	\$1,296
2021 SRF Loan	—	1,603	1,791	1,791	1,791	1,791
2024 Bonds ⁽⁸⁾	706	6,491	6,491	6,491	6,491	6,492
Annual Debt Service	\$7,782	\$9,563	\$9,578	\$9,577	\$9,578	\$9,579
Net Revenue Available for Capital and Other	\$13,247	\$14,898	\$14,885	\$15,230	\$15,672	\$16,009
Debt Service Coverage (Minimum 1.15x)⁽⁹⁾	2.70x	2.56x	2.55x	2.59x	2.64x	2.67x

⁽¹⁾ Assumes approved annual rate increases of 6.0% per year through fiscal year ending June 30, 2024, and annual rate increases of 3.0% per year for fiscal year ending June 30, 2025 and thereafter.

⁽²⁾ For fiscal year ending June 30, 2025 and thereafter, growth in Other Operating Income is assumed at 2.0% per year.

⁽³⁾ For fiscal year ending June 30, 2025 and thereafter, growth in new connections assumed at 1.0% per year.

⁽⁴⁾ For fiscal year ending June 30, 2025 and thereafter, growth in interest earnings assumed at 1.0% per year.

⁽⁵⁾ For fiscal year ending June 30, 2025 and thereafter, growth in inflation in O&M assumed at 3.0% per year.

⁽⁶⁾ For fiscal year ending June 30, 2025 and thereafter, growth in inflation in General and Administrative Expenses assumed at 5.0% per year.

⁽⁷⁾ Assumes that the 2014 Bonds redeemed in full with proceeds from the sale of the 2024 Bonds. Preliminary, subject to change.

⁽⁸⁾ Preliminary, subject to change.

⁽⁹⁾ Net Revenues divided by Total Debt Service.

Source: City of Stockton for revenues and expenses and Del Rio Advisors, LLC, for debt service coverage information.

Projected Reserve Balances

The City's Wastewater System reserve balances for Fiscal Years 2023-24 (budgeted) and Fiscal Years 2024-25 through 2028-29 (projected) are set forth in Table 11. *The following projections are based on the current circumstances of the City and currently available information and are believed to be reasonable. The projections may be affected by various factors and there can be no assurance that they will be achieved and any variation from projected operating results may be material.*

Table 11
City of Stockton
Wastewater System Reserve Balances
(\$ in thousands)

	2024 (Budgeted)	2025 (Projected)	2026 (Projected)	2027 (Projected)	2028 (Projected)	2029 (Projected)
Beginning Balance	\$89,504	\$101,350	\$77,518	\$67,725	\$78,474	\$79,146
Sewer Fund Operating Cash	32,835	42,924	38,380	49,128	49,801	50,510
Sewer Connection Fee Fund	5,450	5,450	5,450	5,450	5,450	5,450
Sewer Capital Fund	46,500	9,665	3,293	3,293	3,293	3,293
Rate Stabilization Fund	13,196	13,196	13,196	13,196	13,196	13,196
WIFIA Reserve Fund Balance	3,369	4,492	5,615	5,615	5,615	5,615
SRF Reserve Fund Balance	-	1,791	1,791	1,791	1,791	1,791
Ending Balance	\$101,350	\$77,518	\$67,725	\$78,474	\$79,146	\$79,855

Reserves as Percentage of Annual
Expenditures (Excludes Sewer Capital
Fund, WIFIA and SRF Reserve Funds)
(Target 50% or 180 Days of O&M) ⁽¹⁾

67.18%	80.81%	72.42%	83.27%	81.36%	79.53%
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⁽¹⁾ Total Reserve Balance Divided by Total Expenditures
Source: City of Stockton and Del Rio Advisors, LLC.

Capital Improvement Program

The City maintains a five-year Capital Improvement Plan (the "CIP") for the budgeting and planning of public projects throughout the City. The adoption of the Citywide CIP is governed by the City Charter. The CIP is updated annually by the City Council based upon available funding sources, anticipated capital needs and project priority.

The City's current 5-year CIP was approved by the City Council on June 18, 2024 and includes approximately \$145 million to fund projects necessary to upgrade the Stockton RWCF, to meet regulatory requirements, replace or rehabilitate aged infrastructure to meet current permitted capacity, including all of the costs of implementing portions of the CIEMP (described below). The City's current CIP [does/doesn't] provide for borrowing [in the amount of \$_____].

The City's 2011 Capital Improvement and Energy Management Plan ("CIEMP") was approved and adopted by the City Council on August 9, 2011 to include 46 near-term projects to the Stockton RWCF required to maintain compliance with the prior NPDES permit. The "Stockton RWCF Modifications Project," a major component of the CIEMP, was a multi-year \$248 million project to repair, replace and upgrade the treatment process units at the Stockton RWCF in order to meet treated wastewater discharge limits regulated by the Central Valley Regional Water Quality Control Board by June 1, 2024. As of the date hereof, completion of the RWCF Modifications Project has been extended to January 2025. Approximately [_____] million of the \$248 million Stockton RWCF Modifications Project has been debt financed.

Funding Sources. *[Discussion to come, including any planned borrowing]*

Expected Future Parity Obligations and/or Subordinate Obligations

The City does not currently have plans to issue or incur additional Parity Obligations and/or Subordinate Obligations in connection with the Wastewater System.

Employees and Employee Benefits

Employees. Stockton MUD personnel oversee the system's functions and maintain and repair the equipment and facilities, including the collection system and sanitary pump stations. For Fiscal Year 2024-25, the Stockton MUD has 233 budgeted full-time equivalent employees, with 117 full time equivalent employees allocable to the Wastewater System.

Currently, approximately 93% of all the Wastewater System employees are covered by negotiated agreements with four bargaining units. All four bargaining unit contracts are due to expire on June 30, 2026.

Employee Benefits Generally. The City contributes to two pension plans on behalf of Wastewater System employees: The Miscellaneous Plan of the City of Stockton (the "Miscellaneous Plan"), an agent multiple-employer defined benefit plan administered by the California Employees' Retirement System ("CalPERS") and the City of Stockton Retirement Enhancement Plan (the "REP") administered by Public Agency Retirement Services ("PARS"), a multiple-employer agency trust that acts as a common investment and administrative agent for participating public entities in the State.

Substantially all full-time City employees, including employees of the Wastewater System, are eligible to participate in retirement benefit plans through a contract with the CalPERS. CalPERS provides retirement, disability, and death benefits to plan members and beneficiaries. CalPERS benefits are payable monthly for life in an amount equal to a certain percent of the employees highest annual salary. Benefit provisions and all other requirements are established by contract with CalPERS, State statute, and City ordinance. CalPERS acts as a common investment and administrative agent for participating public entities within the State. CalPERS is a contributory plan deriving funds from employee contributions as well as from employer contributions and earnings from investments.

The REP is a closed retirement plan that provides retirement benefits for Stockton MUD employees for the period when they worked for OMI-Thames Water Stockton, Inc. to cover retirement benefits between 2003 and 2008. See "– PARS Retirement Enhancement Plan" below.

California Public Employees' Retirement System. *The following information concerning the California Public Employees' Retirement System is excerpted from publicly available sources, which the City believes to be accurate. CalPERS is not obligated in any manner for payment of debt service on the 2024 Bonds and the assets of CalPERS are not available for such payment. CalPERS should be contacted directly at California Public Employees' Retirement System, Lincoln Plaza Complex, 400 Q Street, Sacramento, California 95814, Telephone: 888-225-7377 for other information, including information relating to its financial position and investments.*

Set forth below is information with respect to the Miscellaneous Plan for the entire City. CalPERS does not prepare nor are separate reports available for the Wastewater System. The City can only allocate costs of the Miscellaneous Plan to the Wastewater System to the extent such costs are allocable to employees of the Wastewater System.

The Miscellaneous Plan is available to full-time employees not enrolled in the Safety Plan. Part-time employees must meet specific criteria for participation. City employees are eligible for service or normal

retirement at age 55 or older with a minimum of five years CalPERS service. The contribution requirements of the plan members and the City are established by CalPERS and may be amended.

For Fiscal Year 2022-23, there are a total of 967 budgeted full-time equivalent City employees participating in the Miscellaneous Plan of which [] (or approximately []%) are budgeted for the Wastewater System.

Benefits Provided. CalPERS provides service retirement and disability benefits, the annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. The provisions and benefits for the Miscellaneous Plan in effect at June 30, 2023, are summarized as follows:

Miscellaneous Plan

Hire Date	Prior to January 1, 2014	After January 1, 2014
Benefit Vesting Schedule	5 years service	5 years service
Benefit Formula	Tier I: 2% @ 55 years of age Tier II: 2% @ 60 years of age	2% @ 62 years
Benefit Payments	monthly for life	monthly for life
Required Employee Contribution Rates	7.00%	6.75%
Required Employer Contribution Rates	9.86%	9.86%

Source: Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Employees Covered. At June 30, 2023 the following Miscellaneous Plan employees were covered under benefit terms:

Inactive employees or beneficiaries currently receiving benefits	1,595
Inactive employees entitled to but not yet receiving benefits	531
Active employees	967
TOTAL	4,093

Contributions. The City establishes rates based on an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by the employee during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For Fiscal Year 2022-23, the total Miscellaneous Plan employer contribution rate was 9.86% of wages. See “– Discount Rate” below.

Net Pension Liability. The City’s net pension liability was measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021, using standard update procedures.

Actuarial Assumptions. The total pension liability on June 30, 2022, the actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Miscellaneous Plan

Valuation Date	6/30/2021
Measurement Date	6/30/2022
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Payroll Growth	2.80%
Projected Salary Increase	Varies(1)
Mortality	(2)

(1) Depending on age, service and type of employment based on the 2021 CalPERS Experience Study for the period from 2001 to 2019.

(2) Pre-retirement and post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details, please refer to the CalPERS Experience Study and review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Discount Rate. The discount rate used to measure the total pension liability for the June 30, 2022 valuation was 6.90% [*Why CalPERS 6.8% as of June 30, 2022?*]. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rate and that the City contributions will be made at statutorily required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of currently active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The expected real rates of return by asset class are as follows:

Miscellaneous Plan

Asset Class	Assumed Asset Allocation	Real Return Years 1-10(a)(b)
Global Equity – cap weighted	30%	4.45%
Global Fixed – non-cap weighted	12	3.84
Private Equity	13	7.28
Treasury	5	0.27
Mortgage Backed Securities	5	0.50
Investment Grade Corporates	10	1.56
High Yield	5	2.27
Emerging Market Debt	5	2.48
Private Debt	5	3.57
Real Assets	15	3.21
Leverage	(5)	(0.59)
TOTAL	100%	

(a) An Expected inflation of 2.3% used for this period.

(b) Figures are based on the 2021-22 Asset Liability Management Study.

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Changes in the Net Pension Liability.

	Miscellaneous Plan		
	Plan		Net Pension Liability
	Total Pension Liability	Fiduciary Net Position	
	(a)	(b)	(a) – (b)
Balance at 06/30/2021	<u>\$780,242,258</u>	<u>\$722,389,028</u>	<u>\$57,853,230</u>
Changes for the year:			
Service cost	12,191,998	–	12,181,998
Interest	52,840,932	–	52,840,932
Changes of Assumption	8,143,881	–	8,143,881
Differences between expected and actual experience	(6,779,583)	–	(6,779,583)
Plan to plan resource movement	–	–	–
Contributions employer	–	20,485,648	(20,485,648)
Contributions employee	–	4,857,018	(4,857,018)
Net investment income	–	(54,203,709)	54,203,709
Benefit payments, including refunds of employee	(43,773,909)	(43,773,909)	–
Administrative expense	–	(450,005)	450,005
Other Changes	–	–	–
Net Changes	<u>22,613,319</u>	<u>(73,084,957)</u>	<u>95,698,276</u>
Balances at 06/30/2022	<u>\$802,855,577</u>	<u>649,304,071</u>	<u>\$153,551,506</u>

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following table presents the net pension liability of the City for the Miscellaneous Plan, calculated using the discount rate of 6.90%, as well as what the net pension liability of the City would be if it were calculated using a discount rate that is one-percentage point lower (5.90%) or one-percentage point higher (7.90%) than the current rate.

	Miscellaneous Plan		
	1% Decrease Rate = 5.90%	Current Discount Rate = 6.90%	1% Increase Rate = 7.90%
Net pension liability	\$255,399,878	\$153,551,506	\$69,160,881

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Miscellaneous Plan Fiduciary Net Position. Detailed information about the fiduciary net position for the Miscellaneous Plan is available from CalPERS in the separately issued CalPERS financial report.

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. Information on the deferred outflows of resources and deferred inflows of resources related to pensions for the Miscellaneous Plan is presented in Note 12 of the City's Fiscal Year 2022-23 Annual Comprehensive Financial Report. See APPENDIX B – "AUDITED FINANCIAL STATEMENTS OF THE CITY OF STOCKTON FOR THE YEAR ENDED JUNE 30, 2023" attached hereto.

PARS Retirement Enhancement Plan. The PARS Retirement Enhancement Plan, a closed retirement plan, provides retirement benefits for Stockton MUD employees for the period during which they worked for OMI/Thames Water Stockton, Inc. ("OMI-Thames"). The City entered into an agreement with PARS to contribute to a supplemental plan for employees joining or re-joining City service after having been employed between 2003 and 2008 by OMI-Thames. OMI-Thames employees did not earn CalPERS service credit during the period of time OMI-Thames operated the City utilities.

Benefits Provided. Upon retirement, the REP benefits will supplement any CalPERS retirement for which those employees are eligible. Eligibility for REP, other than employment with OMI-Thames between 2003 and 2008, is defined as concurrent retirement with CalPERS and the City upon attaining age 55 and a minimum of five years of full-time continuous service with the City, with at least one year of continuous City service after March 1, 2008.

As of June 30, 2023, a total of 82 employees were covered by the REP, consisting of 55 inactive employees or beneficiaries currently receiving benefits and 27 active employees.

Contributions. The City establishes rates based on an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by the employee during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Net Pension Liability. The City's net pension liability was measured as of June 30, 2023, using an annual actuarial valuation as of June 30, 2022, using standard update procedures.

Actuarial Assumptions. The total pension liability on June 30, 2023, the actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	Enhancement Plan
Valuation Date	6/30/2022
Measurement Date	6/30/2023
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.50%
Inflation	2.30%
Payroll Growth	2.80%
Projected Salary Increase	3.34% - 9.01%(1)
Investment Rate of Return	6.50%
Mortality	(2)

(1) Depending on years of service.

(2) Pre-retirement: Consistent with Non-Industrial rates used to value the CalPERS Miscellaneous Public Agency Pension Plans after June 30, 2021. Post-retirement: Consistent with Non-Industrial rates used to value the CalPERS Miscellaneous Public Agency Pension Plans after June 30, 2021

Source: Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Discount Rate. The discount rate used to measure the total pension liability was 6.50%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of currently active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Additional information with respect to the REP, including changes in net pension liability, target investment allocation, sensitivity of the net pension liability, changes in the discount rate and deferred outflows of resources and deferred inflows of resources related to pension can be found in Note 12 to the Audited Financial Statements of the City. See APPENDIX B – "AUDITED FINANCIAL STATEMENTS OF THE CITY OF STOCKTON FOR THE FISCAL YEAR ENDED JUNE 30, 2023" attached hereto.

Changes in the Net Pension Liability.

	Enhancement Plan		
	Total Pension Liability	Plan	
		Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) – (b)
Balance at 06/30/2022	\$12,935,662	\$9,620,909	\$3,314,753
Changes for the year:			
Service cost	114,224	–	114,224
Interest on total pension liability	826,109	–	826,109
Effect of Economic/demographic gains or losses	300,141	–	300,141
Effect of assumptions changes or inputs	74,188	–	74,188
Benefit payments	(691,937)	(691,937)	–
Employer Contributions	–	854,389	(854,389)
Net Investment Income	–	682,430	(682,430)
Administrative Expense	–	(16,773)	16,773
Net Changes	662,725	828,109	(205,384)
Balances at 06/30/2023	\$13,558,387	\$10,449,018	\$3,109,369

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Sensitivity of the Net Pension Liability. The following presents the net pension liability of the City, calculated using the discount rate of 6.50 percent, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.50 percent) or 1-percentage-point higher (7.50 percent) than the current rate:

	Enhancement Plan		
	1% Decrease Rate = 5.50%	Current Discount Rate = 6.50%	1% Increase Rate = 7.50%
Net pension liability	\$4,714,537	\$3,109,369	\$1,755,989

Source Audited Financial Statements of the City of Stockton for the Year Ended June 30, 2023.

Health Insurance Premiums. The City also provides health benefits to certain employees and their dependents for medical, dental and vision care. For Fiscal Years 2019-20, 2020-21, 2021-22, and 2022-23, the City paid premiums in the amount of \$1.557 million, \$[] million, \$[] million, and \$[] million, respectively for Wastewater System employees. For Fiscal Year 2023-24, the amount paid for premiums for Wastewater System employees is budgeted to be \$[] million. The City pays a portion of the premium for health benefits for a small group of Stockton MUD employees who were reinstated to City employment on March 1, 2008, when Stockton MUD operations were transferred back to the City. See also “– PARS Retirement Enhancement Plan” above. The remainder is paid for by the employee and varies by the number of dependents covered. Each employee and dependent is covered by a life insurance policy and the employee also is covered by a long-term disability policy.

Post-Employment Health Care Benefits. The City does not provide post-employment health care benefits to its retirees and does not have any liability listed in its financials to account for such a benefit.

Regulatory Compliance

Wastewater treatment plants are required under State and federal law to meet various requirements for the disposal/discharge of wastewater. These standards are set forth in National Pollution Discharge Elimination System (the “NPDES”) permits issued and modified every five years by the California Regional Water Quality Control Board-Central Valley Region (the “RWQCB”). The City operates the Stockton RWCF under NPDES

Permit No. CA0079138 (Order R5-2020-0007-01) issued by the RWQCB. The current NPDES permit (the “Permit”) became effective on July 1, 2023 and expires June 20, 2024. The Permit prescribes wastewater discharge requirements for the Stockton RWCF as set forth in the California Code of Regulations, Title 22, Division 4, Chapter 3 (“Title 22”). Title 22 requires that wastewater be adequately disinfected, oxidized, coagulated, clarified and filtered prior to reuse on food crops, parks, playgrounds, school yards and other areas of similar public access. The City, however, does not have any current plans to reuse treated wastewater for these purposes because the quantity discharged to the San Joaquin River is the basis of the City’s water right for the Delta Water Supply Project, which treats and distributes potable water to the City’s drinking water system.

2024 BONDOWNERS’ RISKS

This section provides a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the 2024 Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the 2024 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the 2024 Bonds are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. Any one or more of the risk factors discussed below, among others, could lead to a decrease in the market value and/or in the marketability of the 2024 Bonds or the ability of the City to make 2024 Installment Payments. There can be no assurance that other risk factors not discussed herein will not become material in the future.

General

The 2024 Installment Payments supporting the 2024 Bonds are payable solely from Net System Revenues pursuant to the 2024 Contract. If for any of the reasons described below, or for any other reason, the City does not collect sufficient Net System Revenues to pay the 2024 Installment Payments, the City will not be obligated to utilize any other of its funds, other than amounts available in the 2024 Reserve Account and certain other amounts on deposit in the funds and accounts established under the 2024 Indenture to pay debt service on the 2024 Bonds. See also “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – 2024 Reserve Account.”

Rate Covenant Not a Guarantee of Sufficient Net System Revenues

The ability of the City to pay the 2024 Installment Payments depends on the ability of the City to generate Net System Revenues in the levels required by the 2024 Contract. Although the City has covenanted in the 2024 Contract to impose rates, fees and charges as more particularly described herein under “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Rate Covenant,” and expects that sufficient System Revenues will be generated through the imposition and collection of such rates, fees and charges and other System Revenues described herein, there is no assurance that such imposition of such rates, fees and charges or other System Revenues will result in the generation of Net System Revenues in the amounts required by the 2024 Contract. The City’s covenant does not constitute a guarantee that sufficient Net System Revenues will be available to pay the 2024 Installment Payments.

System Expenses and Capital Costs

There can be no assurance that the City’s actual Operation and Maintenance Costs, other expenses or capital costs will be consistent with the projections in this Official Statement. Increases in expenses and/or capital costs including, but not limited to, personnel costs, regulatory compliance costs, changes in technology, and aging facilities could require an increase in rates or charges in order to comply with the rate covenant. Such increases could be material.

The Wastewater System's facilities are aging and in need of repair or replacement. See "THE WASTEWATER SYSTEM – Capital Improvement Plan." Long-lived facilities result in decreased reliability due to unplanned outages and place a greater maintenance burden on Wastewater System's operations.

Private sewer laterals are not owned or operated by the City; however, faulty private sewer laterals can increase inflow and infiltration into the Wastewater System's facilities. Excessive inflow and infiltration into the facilities due to faulty sewer laterals may cause damage to the Wastewater System's facilities.

No Acceleration of 2024 Bonds or 2024 Installment Payments

The 2024 Indenture does not contain a provision allowing for the acceleration of the 2024 Bonds in the event of a payment default or other default under the terms of the 2024 Bonds or the 2024 Indenture. The 2024 Contract does not contain a provision allowing for the acceleration of the 2024 Installment Payments in the event of a payment default or other default under the terms of the 2024 Contract.

Initiatives; Changes in Law

In recent years several initiative measures have been proposed or adopted which affect the ability of local governments to increase taxes and rates. Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Proposition 26, were adopted as measures that qualified for the ballot through California's initiative process. From time to time, other initiative measures could be adopted, which may place further limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations which may affect the City's revenues or its ability to expend its revenues. There is no assurance that the electorate or the State Legislature will not at some future time approve additional limitations which could affect the ability of the City to implement rate increases which could reduce Net System Revenues and adversely affect the security for the 2024 Bonds. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" herein.

Statutory and Regulatory Impact

Laws and regulations governing transmission, treatment and delivery of wastewater are enacted and promulgated by government agencies on the federal, State and local levels. Compliance with these laws and regulations may be costly, and, as more stringent standards are developed, these costs will likely increase. In addition, claims against the City for violations of regulations with respect to its facilities and services could be significant. Such claims are payable from Revenues or from other legally available sources.

Although the City has covenanted in the 2024 Contract to fix, prescribe and collect rates and charges for the sewer service during each Fiscal Year sufficient to yield the debt service coverage required by the 2024 Contract, no assurance can be given that the cost of compliance with such laws and regulations will not materially adversely affect the ability of the City to generate Net System Revenues in the amounts required by the 2024 Contract and to pay debt service on the 2024 Bonds. Higher regulatory standards could materially increase the cost to the City of providing wastewater services.

Climate Change

The adoption by the State of the California Global Warming Solutions Act of 2006 (AB 32) and subsequent companion bills demonstrate the commitment by the State to take action and reduce greenhouse gases ("GHG") to 1990 levels by 2020 and 80% below 1990 levels by 2050. The State Attorney General's Office, in accordance with SB 375, now requires that local governments examine local policies and large-scale planning efforts to determine how to reduce greenhouse gas emissions. Additionally, in 2006, the State adopted Senate Bill No. 32, which established a revised Statewide GHG emission reduction target of 40% below 1990 levels by 2030.

Following the adoption of its 2035 General Plan, which outlined development goals and stipulations for the reduction of City-wide GHG emissions, the City was sued by the Sierra Club alleging that the City had violated CEQA in approving the 2035 General Plan. In order to avoid further litigation, in October 2008, the City entered into a settlement agreement with the Sierra Club and the Attorney General, who also raised concerns about the adequacy of the EIR under CEQA, including but not limited to the failure of the EIR to incorporate enforceable measures to mitigate GHG emission impacts that would result for the adoption of the 2035 General Plan. The settlement agreement required the City to address GHG reductions in a variety of ways, including through the preparation of a Climate Action Plan (discussed below) and programs to support the development of 18,400 new housing units within the City as it existed in 2008 with at least 4,400 of those units located within the greater downtown area. As a result, the City enacted the *Envision Stockton 2040 General Plan* (the “2040 General Plan”) on December 4, 2018. The 2040 General Plan represents substantial changes in policy framework for future development in the City compared to the 2035 General Plan, with a fundamental shift from emphasizing growth in “outfill” areas on the periphery of the City to focusing new construction and redevelopment in existing “infill” neighborhoods. A copy of the 2040 General Plan is available on the City’s website.

During the development of its Climate Action Plan (a “CAP”), the City evaluated the effect of the State’s reduction measures and evaluated a wide range of potential local GHG reduction measures to examine the feasibility, cost, and benefits of potentially meeting the interim reduction target. Although technically feasible to meet the interim reduction target, it was City’s judgment that meeting the target would require some measures or actions that were infeasible under then-current economic conditions in the City, would result in short- and near-term financial impacts that could affect economic recovery in the City, and would affect the ability of the City to invest in energy efficiency and other GHG reduction strategies in the long run.

The City designed the CAP to rely, for the most part, on voluntary, incentive-based measures for existing development, flexible performance-based measures for new development, and only uses mandatory measures for new development where required by prior State or local mandates (such as for water conservation) or where advantageous to the City. By providing flexibility, the intent is that the City government, residences, and businesses would employ the most cost-effective methods to reduce GHG emissions.

The City approved a CAP on December 2, 2014 that includes an interim GHG emissions reduction goal for the purposes of initial CAP development of 15% below 2005 levels by 2020, and the City certified the Final EIR for the *Envision Stockton 2040 General Plan* on December 4, 2018.

Climate change concerns are leading to new laws and regulations at the federal, State and local levels. Research suggests that the State will experience hotter and drier conditions, reductions in winter snow and increases in winter rains, sea level rise, significant changes to the water cycle, increased occurrences of extreme and unpredictable weather events, and increased catastrophic wildfires and severity of flood events. The compound impacts of which will affect economic systems throughout the State, including within the City. The City is unable to predict the impact that such laws and regulations, if adopted, and the effects of climate change will have on the Net System Revenues, however, the effects could be material.

Risk of Earthquake and Other Natural Disasters

Earthquake. There are several active geological faults in the State that have potential to cause serious earthquakes that could result in damage within the City to the Wastewater System, buildings, roads, bridges, and other property. The City is located in a zone 3 seismic area. Seismic zones aid in identifying and characterizing certain geological conditions and the risk of seismic damage at a particular location, and are used in establishing building codes to minimize seismic damage. The five seismic zones are: zone 0 (no measurable damage), zone 1 (minor damage), zone 2 (moderate damage), zone 3 (major damage) and zone 4 (major damage and greater proximity than zone 3 to certain major fault systems). While the City is not located in any existing special study zone delineated by the State Division of Mines and Geology as an area of known active faults, it is possible that new geological faults could be discovered in the area and that an earthquake occurring on such faults could result

in damage of varying degrees of seriousness to property and infrastructure in the City, including the Wastewater System.

In the event of a severe seismic event in or around the City, there could be substantial damage to the Wastewater System facilities resulting in a reduction of Net System Revenues. Such reduction of Net System Revenues could have a material adverse effect on the City's ability to make timely payments of 2024 Installment Payments with respect to the 2024 Bonds.

Flooding. *[City to review and provide updates as necessary]* In accordance with the National Flood Insurance Reform Act (the "NFIRA") requiring, among other things, that the Federal Emergency Management Agency ("FEMA") assess its flood hazard map inventory at least once every five years. In 1995, FEMA informed the City that updated flood insurance rate maps would be prepared. In the absence of the construction of flood improvements, FEMA indicated that all of metropolitan Stockton and the surrounding County areas would be located within the boundaries of a 100-year floodplain. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1% (or 1-in-100) probability of occurrence in any year.

In May 1995, the City, the County, and the San Joaquin County Flood Control and Water Conservation District formed the San Joaquin Area Flood Control Agency ("SJAFCA"), a joint powers authority, for the purpose of addressing flood protection for the City and surrounding County areas.

In the aftermath of Hurricane Katrina in August 2005, FEMA implemented a Flood Map Modernization program to update existing flood insurance rate maps ("FIRMs"), policies, regulations and procedures. In particular, FEMA placed a high priority on reviewing, identifying and accrediting levees and levee systems nationwide to verify whether such levees and levee systems provide flood protection. To assure that levees shown on modernized FIRMs still provide that level of protection, FEMA requires that each levee in the country have a maintenance and operation plan.

In October 2007, the Governor signed into law Senate Bill 5 ("SB 5") requiring urban areas in the Central Valley to reach a 200-year level of protection by 2025. SB 5 and a subsequent cleanup bill, Senate Bill 1278, require local city and county planning agencies in the Central Valley including Stockton, to amend their General Plans by July 2, 2015 and to subsequently amend their zoning ordinances by July 2, 2016 to include specific information and requirements for new development, located within a flood hazard zone, to have 200-year flood protection. On June 15, 2015, the City Council adopted a resolution amending the City's General Plan to comply with SB 5. The amendments included, among other things, modifications to existing and adoption of new goals, policies, and measures to strengthen the relationship between land use planning decisions and consideration of potential floodplain hazards, siting of new development, and retrofitting of existing development. The effect of complying with SB 5 on new development within the City has been insignificant. In 2005 voters approved State propositions 1E and 84 making available \$5 billion for flood management. After the passage of propositions 1E and 84 the State Department of Water Resources has spent millions of dollars to evaluate levees and support existing and future projects to reach a 200-year level of flood protection for urban communities in the County including the City.

FEMA completed inspection of the levees in the County and final FIRMs became effective in 2009, placing approximately 5,000 parcels in a 100-year floodplain and decertifying Smith Canal.

Smith Canal, a man-made backwater slough of the San Joaquin River adjacent to the Sacramento-San Joaquin Delta (the "Delta") located in the County, has levees that are heavily encroached upon and are not eligible to be certified as meeting either the current FEMA standards or the State's Levee Design Criteria.

In April 2017, SJAFCA partnered with Reclamation District 1614 and Reclamation District 828 to process a Conditional Letter of Map Revision with FEMA, the purpose of which was to determine an appropriate solution to protect areas affected by Smith Canal levee decertification and FEMA re-mapping. As part of that

effort, SJAFCA developed several conceptual approaches to providing at least a 100- year level of flood protection to those areas. On January 13, 2011, FEMA concluded that a solution proposed by SJAFCA and its partners, a gate structure at the mouth of Smith Canal, if constructed, would provide at least 100-year flood protection and warrant a revision in the FIRM.

On July 18, 2019, the SJAFCA Board of Directors approved the issuance of not to exceed \$25 million to construct and maintain various flood control improvements, including a gate structure at the mouth of Smith Canal to regulate flows from the Delta, that are designed to provide protection to property within an assessment district known generally as the Smith Canal Flood Control Gate. This assessment district encompasses 8,099 parcels, including the approximately 5,000 affected parcels. SJAFCA expects to commence construction of this project during the first quarter of calendar year 2020 and complete construction in summer 2022.

The City makes no representation that the construction of the SJAFCA project will guaranty that FEMA will not issue revised FIRMs in the future that place all or some of the City within the boundaries of a 100-year floodplain.

As required under SB 5, the Cities of Lathrop and Manteca and Reclamation District 17 prepared an Adequate Progress Report for Urban Level of Protection (an “APR”) for the Mossdale Tract area in June 2016. The APR served as a strategic plan describing and outlining the steps to be taken to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of SB 5. The APR described several aspects including: the requirements set forth by SB 5 and the Urban Level of Flood Protection (a “ULOP”); the requirements of the Cities of Lathrop and Manteca and Reclamation District 17 in making findings related to Adequate Progress toward a ULOP, and, more specifically; the approach the Cities of Lathrop and Manteca Reclamation District 17 in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of their maintenance of findings of Adequate Progress, as defined in the 2007 California Flood Legislation (Government Code sections 65007).

Effective January 1, 2018, members of SJAFCA amended and restated the joint exercise of powers agreement forming SJAFCA to include the Cities of Lathrop and Manteca as members. This was done to achieve an ULOP for portions of the Mossdale Tract area that encompasses areas within the jurisdictions, as amended, of each of the members of SJAFCA. The City, the Cities of Lathrop and Manteca, and the County, acting through SJAFCA, are working to comply with the SB5 requirements to establish 200-year level of flood protection within the urban areas planned for development.

Adequate progress to achieve ULOP was last documented in 2019 with the submittal by SJAFCA of the APR to the Central Valley Flood Control Board. The APR provided further details regarding continued progress toward achieving ULOP by 2025.

SJAFCA’s plan for flood protection through 2025 is an approximately \$210 million project consisting of: (i) the Mossdale Tract Levee Seepage Repair Project, and (ii) SJAFCA Levee Improvements.

In areas of the City that are outside of the Mossdale Tract in which development is planned, developer driven SB 5 levee improvements have been completed or are planned. SJAFCA is also working with the United States Army Corps of Engineers under Congressional authorization on completing approximately \$1.1 billion in levee repairs and seepage improvements (as described in a Lower San Joaquin Feasibility Study). This project will be installed along the western edge and interior areas of the City beginning at French Camp Slough in the south, north to Mosher Slough.

The Stockton RWCF is located in an area of the City that is protected by levees providing

100-year level of flood protection. However, the City makes no representation that such levees will be sufficient to protect the Stockton RWCF from all flood events in the future.

Other Natural Disasters. The occurrence of any other natural disaster or changes in natural conditions in or around the service area of the City, including, without limitation, fires (including wildfires), landslides, land subsidence, high winds, drought or other natural disasters could interrupt operation of the Wastewater System, or adversely affect economic activity in the City’s service area.

The State has historically been susceptible to wildfires and hydrologic variability. Portions of the Wastewater System are may be at risk of damage from wildfires. Since 2017, California has experienced numerous major wildfires which caused significant property damage throughout the State.

There can be no assurance that the occurrence of any natural calamity would not cause substantial damage to the Wastewater System facilities, including exacerbated infiltration and/or inflow of ground and other waters into the wastewater system, or that the Wastewater System would have insurance or other resources available to make repairs in order to resume normal operations and generate sufficient Net Revenues to pay debt service on the 2024 Bonds when due. The insurance coverage maintained by the Wastewater System may not cover damages and losses to the Wastewater System’s facilities due to earthquake, fire or flood.

Future Parity Obligations

As described in “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Additional Parity Obligations” above, the City has \$[] outstanding Parity Obligations, and the 2024 Contract permits the City to issue or create additional Parity Obligations that would be payable on parity with the payment of the 2024 Installment Payments. See also “INTRODUCTION – Outstanding and Additional Parity and Subordinate Obligations” herein.

The coverage tests described in “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Rate Covenant” and “ – Additional Parity Obligations” involve, to some extent, projections of revenues. If Parity Obligations are issued, the debt service coverage for the 2024 Bonds could be diluted below what it otherwise would be. Moreover, there is no assurance that the assumptions that form the basis of such projections, if any, will be actually realized subsequent to the date of such projections. If such assumptions are not realized, the amount of future net revenues may be less than projected, and the actual amount of revenues may be insufficient to provide for the payment of the 2024 Bonds and any future Parity Obligations.

Risk Management and Insurance

The Deputy Director of Human Resources of the City serves as the City’s Risk Manager, who oversees City personnel that handle claims and loss control activities, for the prevention and mitigation of property, liability, and employee claims for injury or damage. The City has maintained a program of self-insurance for many years. The City participates in two public entity insurance risk pools: the California Joint Powers Risk Management Authority (“CJPRMA”) and the California State Association of Counties-Excess Insurance Authority (CSAC-EIA) for various risk pooling and financing. For Fiscal Year 2023-24, excess pooled coverage for the self-insured general liability program is provided through the CJPRMA with an excess policy limit of \$[] subject to a self-insured retention (SIR) of \$[]; auto damage coverage is provided through Alliant Insurance Company and has a policy deductible of \$[] per claim; and property coverage is provided through an insured program with CJPRMA with a deductible of \$[] per occurrence (excluding earthquake damage to any of its facilities). For Fiscal Year 2023-24, excess pooled coverage for the self-insured workers’ compensation program is provided through CSAC-EIA with statutory limits subject to a \$[] SIR.

Limitations on Remedies

The ability of the City to comply with its covenants under the 2024 Contract and to generate Net System Revenues sufficient to pay principal of and interest with respect to the 2024 Bonds may be adversely affected by actions and events outside of the control of the City and may be adversely affected by actions taken (or not

taken) by voters, property owners, taxpayers or persons obligated to pay assessments, fees and charges. See “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAX AND APPROPRIATIONS” herein. Furthermore, the remedies available to the owners of the 2024 Bonds upon the occurrence of an event of default under the 2024 Contract are in many respects dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time consuming to obtain. See also “– No Acceleration of 2024 Bonds or 2024 Installment Payments.”

In addition, equity principles may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the 2024 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitations, or modification of their rights.

In addition to the limitations on remedies contained in the 2024 Contract, the rights and obligations under the 2024 Contract may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against cities in the State of California. The opinion to be delivered by Bond Counsel, concurrently with the issuance of the 2024 Bonds, will be subject to such limitations and the various other legal opinions to be delivered concurrently with the issuance of the 2024 Bonds will be similarly qualified. See APPENDIX F – “PROPOSED FORM OF BOND COUNSEL OPINION” attached hereto. In the event the City fails to comply with its covenants under the 2024 Contract or the Authority fails to pay principal of and interest on the 2024 Bonds, there can be no assurance of the availability of remedies adequate to protect the interest of the holders of the 2024 Bonds.

Investment of Funds

All moneys in any of the funds or accounts established with the Trustee under the 2024 Indenture will be invested by the Trustee solely in Permitted Investments as provided under the 2024 Indenture. See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS” attached hereto for a summary of the definition of Permitted Investments. See also APPENDIX B – “AUDITED FINANCIAL STATEMENTS OF THE CITY OF STOCKTON FOR THE FISCAL YEAR ENDED JUNE 30, 2023.” All investments, including the Permitted Investments and those authorized by law from time to time for investments by public agencies contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected, loss of market value and loss or delayed receipt of principal. The occurrence of these events with respect to amounts held under the 2024 Indenture or by the City could have a material adverse effect on the ability to pay debt service on the 2024 Bonds.

Cybersecurity

The City and the Wastewater System, like many other public and private entities, rely on computer and other digital technology and systems to conduct its operations. The City and its departments, including the Wastewater System, are potentially subject to multiple cyber threats including, but not limited to, hacking, viruses, malware, ransomware, and other attacks on computers and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to City systems for the purposes of misappropriating assets or information or causing operational disruption or damage. The City has adopted security awareness training, incident response reporting protocols, and security policies, which are reviewed annually, to identify potential vulnerabilities and proactively mitigate them. The City maintains insurance coverage for cyber threat losses if a successful breach occurs, however, the City makes no representation that such insurance would be sufficient to cover all losses in the event of a material and sustained cyber breach.

There have been, however, only limited cyber-attacks on the computer systems of the City and the Wastewater System

No assurances can be given that the security and operational control measures of the City and the Wastewater System will be successful in guarding against any and each cyber threat and attack. The results of any attack on the computer and information technology systems of the City could have a material adverse impact on the operations and finances of the City and the Wastewater System and damage the digital networks and systems. The resulting impacts on the operations of the City and of the Wastewater System and the costs of remedying any such damage could be material and result in a delay of payments on the 2024 Bonds or the ability of the City to comply with its reporting obligations under the Continuing Disclosure Certificate.

Loss of Tax Exemption on the 2024 Bonds

In order to maintain the exclusion from gross income for federal income tax purposes of the interest on the 2024 Bonds, the City and the Authority have covenanted in the 2024 Contract to comply with the applicable requirements of the Internal Revenue Code of 1986, as amended. The interest on the 2024 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of such 2024 Bonds as a result of acts or omissions of the City or the Authority in violation of this or other covenants in the 2024 Contract applicable to the 2024 Bonds. The 2024 Bonds are not subject to redemption or any increase in interest rates should an event of taxability occur and will remain outstanding until maturity or prior redemption in accordance with the provisions contained in the 2024 Contract. See “TAX MATTERS” herein.

Risk of Tax Audit

The Tax Exempt and Government Entities Division (the “TE/GE Division”) of the Internal Revenue Service (the “IRS”) has a subdivision that is specifically devoted to tax-exempt bond compliance. There is no assurance that if an IRS examination of the 2024 Bonds was undertaken that it would not adversely affect the market value of the 2024 Bonds. See “TAX MATTERS” herein.

Secondary Market

There can be no guarantee that there will be a secondary market for the 2024 Bonds or, if a secondary market exists, that the 2024 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy

The Wastewater System, being an enterprise department of the City, likely cannot itself file for bankruptcy. While an involuntary bankruptcy petition cannot be filed against the City, the City is authorized to file for bankruptcy under certain circumstances. Should the City file for bankruptcy, there could be adverse effects on the holders of the 2024 Bonds.

To the extent that Revenues are “special revenues” under the United States Bankruptcy Code (the “Bankruptcy Code”), then Revenues collected after the date of the bankruptcy filing should be subject to the lien of the 2024 Indenture. If any or all of the Revenues are determined not to be “special revenues,” then any such amounts collected after the commencement of the bankruptcy case will likely not be subject to the lien of the 2024 Indenture. The holders of the 2024 Bonds may not be able to assert a claim against any property of the City other than the Net System Revenues, and if any or all of the Revenues are no longer subject to the lien of the Indenture, then there may be limited, if any, funds from which the holders of the 2024 Bonds are entitled to be paid.

The Bankruptcy Code provides that “special revenues” can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. It is not clear precisely which expenses would constitute necessary operating expenses, and any definition in the transaction documents may not be applicable.

If the City is in bankruptcy, the parties (including the Trustee and the holders of the 2024 Bonds) may be prohibited from taking any action to collect any amount from the City or to enforce any obligation of the City, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the 2024 Bonds from funds in the Trustee’s possession. The rate covenants (see “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS – Rate Covenant” herein) may not be enforceable in bankruptcy by the Trustee or the holders of the 2024 Bonds.

Revenues are deposited with and in the City Treasury and may be commingled with other City funds. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein. If the City goes into bankruptcy, the City may not be required to turn over to the Trustee any Revenues that are in its possession at the time of the bankruptcy filing. In addition, if the City has possession of Revenues (whether collected before or after commencement of the bankruptcy) and if the City does not voluntarily turn over such Revenues to the Trustee, it is not clear what procedures the Trustee and the holders of the 2024 Bonds would have to follow to attempt to obtain possession of such Revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

The City may be able to borrow additional money that is secured by a lien on any of its property (including the Revenues), which lien could have priority over the lien of the Indenture, or to cause some of the Revenues to be released to it, free and clear of lien of the Indenture, in each case as long as the bankruptcy court determines that the rights of the Trustee and the holders of the 2024 Bonds will be adequately protected.

If the City is in bankruptcy it may be able, without the consent and over the objection of the Trustee and the holders of the 2024 Bonds, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the 2024 Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the 2024 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the City that could result in delays or reductions in payments on the 2024 Bonds, or result in losses to the holders of the 2024 Bonds. Regardless of any specific adverse determinations in a City bankruptcy proceeding, the fact of a City bankruptcy proceeding could have an adverse effect on the liquidity and value of the 2024 Bonds.

The City declared bankruptcy on July 18, 2012 and emerged from bankruptcy on February 25, 2015 when the City’s plan of adjustment became effective. Throughout its bankruptcy case, the City maintained that revenues of the Wastewater System qualified as “special revenues” under the United States Bankruptcy Code, and no creditor or party in interest argued otherwise. As a result, all revenues attributable to the Wastewater System were available solely for Wastewater System operations. At no point were revenues of the Wastewater System diverted to fund general fund operations; nor did the general fund borrow funds from the Wastewater System.

Public Health Emergencies

The City and the Wastewater System’s finances and operations are exposed to risks from public health events and concerns, including the occurrence of epidemics or pandemics, such as the COVID-19 pandemic. Although the federal COVID-19 public health emergency declaration ended on May 11, 2023, the economy of the City, the State, as well as national and global economies, were profoundly affected by the COVID-19 pandemic. The Wastewater System’s finances have generally not been materially and adversely impacted by the

COVID-19 pandemic; however, because of its evolving nature and the uncertainty of its duration, the cumulative impact of the crisis on the Wastewater System's financial condition and operations cannot be fully determined at this time. Future public health events, alone or in combination with other events or circumstances, could have material adverse impacts on City's economy and the City and Wastewater System's finances and operations.

Bond Insurance

In the event of default of the payment of the scheduled principal or interest with respect to the 2024 Bonds when all or some becomes due, the Trustee on behalf of any owner of the 2024 Bonds shall have a claim under the Policy for such payments. The Policy does not insure redemption premium, if any. The payment of principal and interest in connection with optional prepayment of the 2024 Bonds which is recovered from the bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies with respect to the 2024 Bonds and the Insurer's consent may be required in connection with amendments to any applicable documents relating to the 2024 Bonds.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the 2024 Bonds are payable solely from the Revenues as provided in the 2024 Indenture. In the event the Insurer becomes obligated to make payments with respect to the 2024 Bonds, no assurance is given that such event will not adversely affect the market price of the 2024 Bonds or the marketability (liquidity) for the 2024 Bonds.

The long-term ratings on the 2024 Bonds are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the 2024 Bonds will not be subject to downgrade and such event could adversely affect the market price of the 2024 Bonds or the marketability (liquidity) for the 2024 Bonds. See "RATINGS" herein.

The obligations of the Insurer are unsecured contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

None of the Authority, the City or the underwriters has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Authority to pay principal and interest on the 2024 Bonds from the Revenues as provided in the 2024 Indenture and the claims paying ability of the Insurer, particularly over the life of the investment. See "BOND INSURANCE" herein for further information regarding the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Described below are certain measures which have impacted or may in the future impact Net System Revenues.

Taxing and Spending Limitations

The taxing powers of public agencies in the State are limited by Article XIII A of the California Constitution, added by an initiative amendment approved by the voters on June 6, 1978, and commonly known as Proposition 13.

Article XIII A limits the maximum ad valorem tax on real property to 1% of “full cash value,” which is defined as “the County Assessor’s valuation of real property as shown on the Fiscal Year 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.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or reduction in the consumer price index or comparable local data, or declining property value caused by damage, destruction, or other factors.

The tax rate limitation referred to above does not apply to ad valorem taxes to pay the debt service on any indebtedness approved by the voters before July 1, 1978, or on any bonded indebtedness for the acquisition or improvement of real property approved by two-thirds of the votes cast by the voters voting on the proposition.

Under the terms of Article XIII A and pursuant to an allocation system created by implementing legislation, each county is required to levy the maximum ad valorem tax permitted by Article XIII A and to distribute the proceeds to local agencies.

Assessed valuation growth allowed under Article XIII A (new construction, change of ownership and up to 2% annual value growth) is allocated among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools share the growth of base revenues from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation in the following year. The availability of revenues from tax bases to such entities may be affected by the existence of certain successor agencies to former redevelopment agencies that, under certain circumstances, may be entitled to such revenues resulting from the upgrading of certain property values.

Under State law, any fee that exceeds the reasonable cost of providing the service for which the fee is charged may be considered a “special tax” that must be authorized by a two thirds vote of the electorate. Accordingly, if a portion of the City’s wastewater user rates or capacity charges were determined by a court to exceed the reasonable cost of providing service, the City might not be permitted to continue to collect that portion unless it were authorized to do so by a two-thirds majority of the votes cast in an election to authorize the collection of that portion of the rates or fees. If the City were unable to obtain such a two-thirds majority vote and were unable to reduce costs, such failure could adversely affect the City’s ability to pay the debt service on the 2024 Bonds.

The United States Supreme Court has upheld Article XIII A against a challenge alleging violation of equal protection under the Fourteenth Amendment to the United States Constitution.

Proposition 218

General. Proposition 218, a State ballot initiative known as the “Right to Vote on Taxes Act,” was approved by California voters on November 5, 1996. The initiative added Articles XIII C and XIII D to the California Constitution, creating additional requirements for the imposition by most local governments of “general taxes,” “special taxes,” “assessments,” “fees,” and “charges.” Articles XIII C and XIII D became effective, pursuant to their terms, as of November 6, 1996, although compliance with some of the provisions was deferred until July 1, 1997, and certain of the provisions purport to apply to any tax imposed for general governmental purposes (i.e., “general taxes”) imposed, extended or increased on or after January 1, 1995 and prior to November 6, 1996.

Article XIIID imposes substantive and procedural requirements on the imposition, extension or increase of any “fee” or “charge” subject to its provisions. A “fee” or “charge” subject to Article XIIID includes any levy, other than an ad valorem tax, special tax or assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership. Article XIIID prohibits, among other things, the imposition of any proposed fee or charge, and, possibly, the increase of any existing fee or charge, in the event written protests against the proposed fee or charge are presented at a required public hearing on the fee or charge by a majority of owners of the parcels upon which the fee or charge is to be imposed. Except for fees and charges for water, sewer and refuse collection services, the approval of a majority of the property owners subject to the fee or charge, or at the option of the agency, by a two-thirds vote of the electorate residing in the affected area, is required not less than 45 days following the public hearing on any such proposed new or increased fee or charge.

Judicial Interpretation. The California Supreme Court decisions in *Richmond v. Shasta Community Services District*, 32 Cal. 4th 409 (2004) (“Richmond”), and *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal. 4th 206 (2006) (“Bighorn”) have clarified uncertainty surrounding the applicability of Section 6 of Article XIIID to service fees and charges. In *Richmond*, the Shasta Community Services District charged a water connection fee, which included a capacity charge for capital improvements to the water system and a fire suppression charge. The Court held that both the capacity charge and the fire suppression charge were not subject to Article XIIID because a water connection fee is not a property-related fee or charge because it results from the property owner’s voluntary decision to apply for the connection. In both *Richmond* and *Bighorn*, however, the Court stated that a fee for ongoing water service through an existing connection is imposed “as an incident of property ownership” within the meaning of Article XIIID, rejecting, in *Bighorn*, the water agency’s argument that consumption-based water charges are not imposed “as an incident of property ownership” but as a result of the voluntary decisions of customers as to how much water to use.

Article XIIC extends the people’s initiative power to reduce or repeal previously authorized local taxes, assessments, fees and charges. This extension of the initiative power is not limited by the terms of Article XIIC to fees, taxes, assessment fees and charges imposed after November 6, 1996 and absent other authority could result in retroactive reduction in any existing taxes, assessments, fees or charges. In *Bighorn*, the Court concluded that under Article XIIC local voters by initiative may reduce a public agency’s water rates and delivery charges. The Court noted, however, that it was not holding that the authorized initiative power is free of all limitations, stating that it was not determining whether the electorate’s initiative power is subject to the public agency’s statutory obligation to set water service charges at a level that will “pay the operating expenses of the agency, ... provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due.”

Article XIIID imposes the substantive requirement that any wastewater charges may not exceed the proportional cost of providing service to customers. The Fourth District of the California Court of Appeal decision in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano*, 235 Cal.App.4th 1493 (2015), clarified that tiered rate structures are compatible with the cost of service limitations of Article XIIID when each tier structure is supported by cost of service calculations. The court held that San Juan Capistrano’s water rates violated Article XIIID because no evidence in the record adequately showed that each tier corresponded to the cost of providing service at a given level of usage.

City’s Wastewater Rates and Charges. The City’s current sewer rates were adopted by resolution of the City Council on May 21, 2019, following notice to property owners and a public hearing held at least 45 days after the notice had been mailed, in compliance with Articles XIII C and XIII D.

Further, the City believes the Wastewater System rates and charges, respectively, do not constitute “taxes” under Article XIII C as revised by Proposition 26 because, as described in subsection 1(e)(7) of Article XIII C, they are “property-related fees imposed in accordance with the provisions of Article XIII D” (and are also charges for a “property-related service” as defined in subsection 2(g) of Article XIII D) and because, as

described in subsection 1(e)(2) of Article XIII C, they are charged for sewer service, “a specific government service or product provided directly to the payor that is not provided to those not charged.”

The City believes that it has complied with the required procedures in connection with its approved rate increases.

Conclusion. It is not possible to predict how courts will further interpret Proposition 218 in future judicial decisions, and what, if any, further implementing legislation will be enacted. Under the Bighorn case, local voters could adopt an initiative measure that reduces or repeals the rates and charges of the City, though it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness, as is the case with respect to the 2024 Bonds. There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIII C and Article XIII D to limit the ability of local agencies to impose, levy, charge and collect increased fees and charges for wastewater services, or to call into question previously adopted wastewater services rate increases.

Proposition 26

Proposition 26, which amended Article XIII A and XIII C of the California Constitution, was approved by the electorate at the November 2, 2010 election. Proposition 26 imposes a two thirds voter approval requirement for the imposition of fees and charges by the State. It also imposes a majority voter approval requirement on local governments with respect to fees and charges for general purposes, and a two thirds voter approval requirement with respect to fees and charges for special purposes. According to its supporters, Proposition 26 was designed to prevent the circumvention of tax limitations imposed by the voters pursuant to Proposition 13, approved in 1978, Proposition 218, and other measures through the use of non tax fees and charges.

Proposition 26 expressly excludes from its scope “a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the governmental entity of providing the service or product to the payor” and “assessments and property related fees imposed in accordance with the provisions of Article XIII D.” The California Supreme Court has held that a fee for ongoing water service through an existing connection is imposed “as an incident of property ownership” within the meaning of Article XIII D. See “– Proposition 218” above.

The City can give no assurance that the courts will not further interpret, or the voters will not amend, the California Constitution to limit the ability of local agencies to impose, levy, charge, and collect increased fees and charges for wastewater service.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the 2024 Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) interest on the 2024 Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, however, interest on the 2024 Bonds is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Authority and the City in connection with the 2024 Bonds, and Bond Counsel has assumed compliance by the Authority and the City with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the 2024 Bonds from gross income under Section 103 of the Code.

In addition, in the opinion of Bond Counsel, under existing statutes, interest on the 2024 Bonds is exempt from State of California personal income taxes.

Bond Counsel expresses no opinion as to any other federal, state or local tax consequences arising with respect to the 2024 Bonds, or the ownership or disposition thereof, except as stated above. Bond Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action thereafter taken or not taken, any fact or circumstance that may thereafter come to its attention, any change in law or interpretation thereof that may thereafter occur, or for any other reason. Bond Counsel expresses no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the 2024 Bonds.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the 2024 Bonds in order that interest on the 2024 Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the 2024 Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal government. Noncompliance with such requirements may cause interest on the 2024 Bonds to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Authority and the City have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the 2024 Bonds from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the 2024 Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a 2024 Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the 2024 Bonds.

Prospective owners of the 2024 Bonds should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the 2024 Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Original Issue Discount

“Original issue discount” (“OID”) is the excess of the sum of all amounts payable at the stated maturity of a 2024 Bond (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the “issue price” of a maturity (a bond with the same maturity date, interest rate, and credit terms) means the first price at which at least 10 percent of such maturity was sold to the public, i.e., a purchaser who is not, directly or indirectly, a signatory to a written contract to participate in the initial sale of the 2024 Bonds. In general, the issue price for each maturity of 2024 Bonds is expected to be the initial public offering price set forth on the cover page of the Official Statement. Bond

Counsel further is of the opinion that, for any 2024 Bonds having OID (a “Discount Bond”), OID that has accrued and is properly allocable to the owners of the Discount Bonds under Section 1288 of the Code is excludable from gross income for federal income tax purposes to the same extent as other interest on the 2024 Bonds.

In general, under Section 1288 of the Code, OID on a Discount Bond accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner’s adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such 2024 Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Owners of Discount Bonds should consult their own tax advisors with respect to the treatment of original issue discount for federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Bonds.

Bond Premium

In general, if an owner acquires a bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the bond after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that bond (a “Premium Bond”). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner’s yield over the remaining term of the Premium Bond determined based on constant yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner’s regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner’s original acquisition cost. Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the 2024 Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, “Request for Taxpayer Identification Number and Certification,” or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to “backup withholding,” which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a 2024 Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the 2024 Bonds from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be

allowed as a refund or a credit against the owner's federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the 2024 Bonds under federal or state law or otherwise prevent beneficial owners of the 2024 Bonds from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the 2024 Bonds.

Prospective purchasers of the 2024 Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

The validity of the 2024 Bonds and certain other legal matters are subject to the approving opinion of Hawkins Delafield & Wood LLP, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX F to this Official Statement. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Hawkins Delafield & Wood LLP is serving as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Certain legal matters will be passed upon for the Underwriters by their counsel, Kutak Rock LLP, [and for the Insurer by its general counsel].

ABSENCE OF MATERIAL LITIGATION

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 2024 Indenture or 2024 Contract.

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 described 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 financial condition of the City's Wastewater System or the validity of the 2024 Bonds, the 2024 Contract, or the 2024 Indenture.

RATINGS

[S&P Global Ratings ("S&P")] and [Fitch Ratings ("Fitch")], has assigned the 2024 Bonds the municipal bond ratings of "[]" and "[]," respectively, with the understanding that upon delivery of the 2024 Bonds, the Policy will be issued by [INSURANCE PROVIDER]. See "BOND INSURANCE" herein and APPENDIX G – "SPECIMEN MUNICIPAL BOND INSURANCE POLICY" attached hereto. [S&P] and [Fitch] have assigned the 2024 Bonds the underlying municipal bond ratings of "[]" and "[]" respectively. A rating reflects only the view of the agency giving such rating and is not a recommendation to buy, sell or hold the 2024 Bonds. An explanation of the significance of each rating may be obtained from the rating agencies. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by either rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the 2024 Bonds.

MUNICIPAL ADVISOR

The Authority has retained Del Rio Advisors, LLC of Modesto, California, as municipal advisor (the “Municipal Advisor”) in connection with the offering of the 2024 Bonds and the preparation of this Official Statement. The Municipal Advisor assisted in the preparation and review of this Official Statement. 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 Municipal Advisor takes no responsibility for the accuracy or completeness of the data provided by the Authority, the City or others and has not undertaken to make an independent verification or does not assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fee of the Municipal Advisor is contingent upon the successful closing of the 2024 Bonds.

UNDERWRITING

The Underwriters, as identified on the cover of this Official Statement, have agreed to purchase the 2024 Bonds at a purchase price equal to \$ _____, which represents the principal amount of the 2024 Bonds plus a net original issue premium in the amount of \$ _____ and less an underwriters’ discount in the amount of \$ _____. The bond purchase agreement relating to the 2024 Bonds provides that the Underwriters will purchase all of the 2024 Notes if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said bond purchase agreement, the approval of certain legal matters by counsel and certain other conditions. The Underwriters may offer and sell the 2024 Bonds to certain dealers and others at prices lower than (or yields higher than) the public offering prices (or yields) set forth on the cover page hereof.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the mathematical computations of the adequacy of the maturing principal of and interest earned on the escrow securities to provide for the payment, when due, of all principal and interest and redemption price with respect to the 2014 Bonds to their redemption date will be verified by [VERIFICATION AGENT] (the “Verification Agent”). The Verification Agent will express no opinion on the assumptions provided to them, nor as to the exemption from taxation of the interest on the Bonds. See “PLAN OF REFUNDING” above.

CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the 2024 Bonds or to any decision to purchase, hold or sell the 2024 Bonds and the Authority will not provide any such information. The City has undertaken all responsibilities for any continuing disclosure to Holders of the 2024 Bonds as described below, and the Authority shall have no liability to the Holders of the 2024 Bonds or any other person with respect to the Rule.

The City has covenanted for the benefit of the Holders of the 2024 Bonds to provide the Annual Report not later than the end of the ninth month following the end of the City’s Fiscal Year (which currently is June 30) commencing with the Annual Report for the 2023-24 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of events will be filed by means of EMMA maintained by the MSRB. The specific nature of the information to be contained in the Annual Report or the notices of certain enumerated events is set forth in APPENDIX D – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriters in complying with the Rule. The City has an ongoing contract with Willdan Financial Services as Dissemination Agent.

[In the past five years, the City has not failed to comply in all material respects with its outstanding continuing disclosure undertakings] *[To be confirmed]*

FINANCIAL STATEMENTS

Audited financial statements of the City (including the Wastewater System Fund) for the Fiscal Year ended June 30, 2023, are attached hereto as APPENDIX B. The City's financial statements were audited by The Pun Group, LLP (the "Independent Auditor"), as stated in its report dated March 13, 2024 appearing in APPENDIX B hereto. The Independent Auditor has not reviewed, audited or examined the finances of the City subsequent to March 13, 2024 and has not undertaken any review of any of the information contained in this Official Statement.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement among the Authority, the City and the Underwriters of the 2024 Bonds. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of the 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 Authority or the City since the date hereof.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of such documents and reports are available for inspection at the office of the Chief Financial Officer, City of Stockton, 425 North El Dorado Street, Stockton California 95202.

The execution and delivery of the Official Statement by the Authority and the City have been duly authorized by the Board of Directors of the Authority and the City Council of the City, respectively.

STOCKTON PUBLIC FINANCING AUTHORITY

By: _____
[Name, Title]

CITY OF STOCKTON

By: _____
[Name, Title]

APPENDIX A

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE CITY OF STOCKTON

The following information concerning the City and surrounding areas is included only for the purpose of supplying general information regarding the community. The 2024 Bonds are not a debt of the City, the State or any of its political subdivisions and neither the City, the State, nor any of its political subdivisions is liable therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2024 BONDS” herein.

Overview

The City is a charter city incorporated in 1850. The City is the county seat of San Joaquin County and 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 County of San Joaquin covers approximately 1,400 square miles. The County is bounded by Sacramento County on the north, Stanislaus County on the south, Contra Costa County and Alameda County on the west and Amador County, Calaveras County and Stanislaus County on the east. The City is a municipal corporation and a chartered city, duly organized and existing under the constitution and laws of the State.

Governing Body

The City operates under a Council/Manager form of government, with a seven-member City Council (current members were elected by district voting) for staggered four-year terms. Under this form of government, policy making and legislative authority is entrusted to the City Council. The Mayor and representatives from six districts are elected by City-wide election for staggered four-year terms, with a two-term limit. Newly elected representatives are sworn in on the first Tuesday of January of each odd-numbered year. The City Council is also the governing board of the Redevelopment Agency.

The City Manager is responsible for carrying out policies and ordinances of the City Council for appointing heads of departments and overseeing the operation of the City. The City Manager, the City Attorney, the City Auditor and the City Clerk are appointed by the City Council.

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The Mayor, current members of the City Council and key administrative personnel of the City are listed in Table A-1 and Table A-2, respectively.

TABLE A-1
CITY OF STOCKTON
Mayor and City Councilmembers

Name	Office	Term Expires	Occupation
Kevin J. Lincoln II	Mayor	12/31/2024	Mayor
Kimberly Warmesley	Vice Mayor, District 6	12/31/2024	Social worker
Michele Padilla	Councilmember, District 1	12/31/2026	Educator
Daniel R. Wright	Councilmember, District 2	12/31/2024	Educator
Michael Blower	Councilmember, District 3	12/31/2026	Realtor
Susan Lenz	Councilmember, District 4	12/31/2024	Certified Public Accountant and Business Owner
Brando Villapudua	Councilmember, District 5	12/31/2026	Sales Manager

TABLE A-2
CITY OF STOCKTON
Key Administrative Personnel

Name	Position
Harry Black	City Manager
Lori M. Asuncion	City Attorney
Jay Kapoor	Interim Chief Financial Officer
Moss Adams LLP	City Auditor
Katherine Roland	Interim City Clerk

The City provides a full range of municipal services. As provided in the City Charter, these services include public safety (police, fire, paramedics, water rescue and building inspection), sanitation (solid waste disposal, wastewater and stormwater utilities), water utility, community development, library, parks and recreation and general administrative services.

Population

Population information is set forth in Table A-3.

TABLE A-3
CITY OF STOCKTON, COUNTY OF SAN JOAQUIN
AND STATE OF CALIFORNIA
Population
(As of January 1)

Year	City of Stockton	County of San Joaquin	State of California
2020 ⁽¹⁾	320,290	779,233	39,538,223
2021	319,882	780,320	39,327,868
2022	318,477	782,163	39,114,785
2023	315,685	783,903	39,061,058
2024	317,204	791,408	32,128,162

⁽¹⁾ As of April 1 of that year.

Source: California State Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2020-2024, with 2024 Benchmark.

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Labor Force and Employment

Table A-4 table represents the labor patterns in the City, the County, the State, and the United States from 2020 through 2023.

Table A-4
CITY OF STOCKTON, SAN JOAQUIN COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
Civilian Labor Force, Employment, and Unemployment
2020 through 2023

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate
2023				
City	135,100	126,600	9,500	7.0%
County	346,800	325,100	21,600	6.2
State	19,308,300	18,388,300	920,000	4.8
United States	167,116,000	161,037,000	6,080,000	3.6
2022				
City	134,300	126,100	8,200	6.1
County	342,200	323,900	18,300	5.3
State	19,169,300	18,348,900	820,400	4.3
United States	164,287,000	158,291,000	5,996,000	3.6
2021				
City	132,800	119,700	13,200	9.9
County	336,100	307,300	28,900	8.6
State	18,956,600	17,568,700	1,387,800	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2020				
City	132,800	115,400	17,400	13.1
County	334,800	296,300	38,400	11.5
State	18,958,600	17,037,000	1,921,600	10.1
United States	160,742,000	147,795,000	12,947,000	8.1

Sources: California State Employment Development Department and U.S. Department of Labor, Bureau of Labor Statistics.

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 rail served.

The largest employers in the City as of Fiscal Year 2022-23 are set forth in Table A-5.

Table A-5
CITY OF STOCKTON
Largest Employers Fiscal Year 2022-23
(As of July 2023)

Company	Product/Service	Employees	Percent of Total City Employment
Stockton Unified School District	Public Education	5,341	3.96%
Amazon	Technology	4,650	3.45
St. Joseph's Medical Center	Health Care	3,200	2.37
San Joaquin County Office of Education	Public Education	2,436	1.81
City of Stockton	City Government	2,138	1.59
University of the Pacific	Private College	1,816	1.35
Pacific Gas and Electric	Utilities	1,550	1.15
Lincoln Unified School District	Public Education	1,125	0.83
Kaiser Permanente	Health Care	1,065	0.79
San Joaquin Delta College	Public College	813	0.60

Sources: City of Stockton Fiscal Year 2022-23 Annual Comprehensive Financial Report.

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The Industry Employment and Labor Force for the Stockton Metropolitan Statistical Area (MSA) are set forth in Table A-6. The central city of the Stockton MSA is the City.

Table A-6
STOCKTON MSA
Industry Employment⁽¹⁾ and Labor Force
By Annual Average
March 2023 Benchmark

	2019	2020	2021	2022	2023
Total All Industries	262,400	257,700	269,800	286,300	288,900
Agriculture	15,400	14,600	14,200	13,800	14,100
Nonagriculture	247,000	243,100	255,600	272,500	274,900
Goods Producing	33,700	33,200	35,300	37,800	37,400
Manufacturing	20,500	20,100	21,300	23,000	23,500
Wholesale Trade	11,700	10,600	10,800	11,600	12,300
Retails Trade	26,200	24,600	26,200	27,000	27,200
Transportation, Warehousing, Utilities	31,300	38,800	43,000	48,100	46,800
Information	1,600	1,200	1,200	1,200	1,100
Financial Activities	7,900	7,800	8,000	8200	8000
Professional and Business Services	20,200	21,300	22,500	24,100	23,700
Education and Health Services	39,100	37,300	38,000	39,800	42,200
Leisure and Hospitality	22,600	18,500	21,300	24,300	24,600
Other Services	7,800	6,800	7,300	7,900	8,200
Government	44,900	43,000	42,000	42,600	43,400

⁽¹⁾ Industry employment is by place of work; excludes business owners, self-employed people, unpaid volunteers or family workers and private household workers.

Source: State of California Employment Development Department, Labor Market Information Division.

Personal Income

Total personal income is defined by the Bureau of Economic Analysis, an agency of the U.S. Department of Commerce, as income received from all sources, including income received from participation in production as well as from government and business transfer payments. It represents the sum of compensation received by employees, supplements to wages and salaries, proprietors' income with inventory valuation adjustment and capital consumption adjustment (the "CCAdj"), rental income of persons with the CCAdj, personal income receipts on assets, and personal current transfer receipts, less contributions for government social insurance. Per capita income is calculated as the personal income divided by the resident population based upon the Census Bureau's annual midyear population estimates.

Table A-7 summarizes the total personal income and per capita income for the Stockton Metropolitan Statistical Area (an "MSA"), the State and the United States for the calendar years 2019 through 2023. The principal city for the Stockton MSA is the City.

Table A-7
STOCKTON METROPOLITAN AREA,
STATE OF CALIFORNIA AND UNITED STATES
Personal Income

Year and Area	Personal Income (millions of dollars)	Per Capita Personal Income (dollars)
2023		
Stockton MSA	-	-
State	\$3,133,678	\$80,423
United States	22,952,028	68,531
2022		
Stockton MSA	\$ 42,979	\$54,183
State	3,006,647	77,013
United States	21,820,248	65,473
2021		
Stockton MSA	\$ 43,999	\$55,827
State	3,013,676	76,987
United States	21,392,812	64,427
2020		
Stockton MSA	\$ 40,056	\$51,317
State	2,767,521	70,058
United States	19,609,985	59,151
2019		
Stockton MSA	\$ 34,952	\$45,239
State	2,537,950	64,174
Unites States	18,343,601	55,547

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Construction Activity

Building activity for the past five calendar years for which data is available in the City is shown in Table A-8.

Table A-8
CITY OF STOCKTON
Total Building Permit Valuations†
(\$ in thousands)

Permit Valuation	2019	2020	2021	2022	2023
New Single Family	\$99,207	\$129,515	\$137,024	\$156,148	\$177,814
New Multiple Family	32,174	12,061	20,336	0	52,646
Residential Alterations/Additions	66,557	17,943	94,667	141,666	26,680
TOTAL RESIDENTIAL	\$197,939	\$159,520	\$252,028	\$297,815	\$257,142
TOTAL NONRESIDENTIAL	305,600	85,696	241,848	718,175	174,249
TOTAL	\$503,540	\$245,216	\$503,876	\$1,015,991	\$434,578
Net Dwelling Units	2019	2020	2021	2022	2023
Single Family	302	481	465	497	544
Multiple Family	262	93	18	0	456
TOTAL	564	574	483	497	1000

† Certain columns may not total due to rounding.

Source: Construction Industry Research Board.

Transportation

[City to confirm]

The City is located on Interstate 5, the West Coast's major route from Canada to Mexico. The City's cross-town freeway connects Interstate 5 with State Route 99, the State's other principal north-south freeway. The City also benefits from direct highway connections to the San Francisco Bay Area via Interstate 580, and to the Reno-Lake Tahoe area via Interstate 80. Thirty-five major transcontinental truck lines and nearly 200 contract carriers serve the City and provide overnight delivery to Los Angeles, San Francisco and Reno. The City is also served by Greyhound and the San Joaquin Regional Transit District.

The City is served by the rail services of Santa Fe, Southern Pacific, and Union Pacific systems in addition to three short line railroads: Central California Traction Company, Tidewater Southern, and Stockton Terminal and Eastern Railroad. Passenger service is provided by Amtrak.

The Stockton Metropolitan Airport, located on 1,449 acres on the southern boundary of the City, is a general aviation facility offering both passenger and freight transport services. It has six air carrier gates adjoining a 44,355 square foot terminal building.

The Port of Stockton is the largest inland deep water port in the State. It is located on the Stockton deepwater ship channel and encompasses a 2,000 acre operating area. The Port has berthing space for 17 vessels, 1.1 million square feet of dockside transit sheds and shipside rail trackage, and 7.7 million square feet of warehousing, and is 75 nautical miles east of the Golden Gate Bridge.

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.

Education and Recreation

[City to confirm]

Education. Within the City, there are five post-secondary institutions: San Joaquin Delta Community College, California State University Stanislaus-Stockton (extension), University of the Pacific, Humphrey's College and School of Law and National University (private).

The majority of students living within City limits attend schools operated by one of four unified school districts providing kindergarten through grade 12 education: the Stockton Unified School District, the Lodi Unified School District, the Lincoln Unified School District and the Manteca Unified School District.

The Escalon Unified School District, the Holt Union Elementary School District, the Linden Unified School District, the Tracy Unified School District and the County Office of Education also operate schools located within the City.

There are also more than 20 private schools located within the City offering elementary and secondary education.

There is also one central, five branch City libraries and two mobile library units holding more than one million books in the collection.

Recreation. The City is situated along the San Joaquin Delta waterway which connects to the San Francisco Bay and the Sacramento and San Joaquin Rivers and is also located in close proximity to Lake Tahoe and Yosemite National Park. There are approximately 619 acres of parkland located within the City.

The Stockton Children's Museum is located in downtown Stockton and offers educational experiences based upon hands-on, play-based exhibits that enhance a child's understanding of how the world works. The Museum features more than a dozen different child-sized environments that recreate the ambience of a small city where merchants, bankers and doctors might mingle among the grocery shoppers, fast food customers and canning crew.

The 5,000 seat Stockton Ballpark that opened in April 2005 is the home of the Stockton Ports single A minor league team for the Oakland Athletics features four luxury suites, lawn seating, a family recreation area and a barbeque area with umbrella seating behind the outfield.

The City Centre Cinema Complex in downtown Stockton offers a 16-screen movie theater, restaurants and retail shopping.

The 220,000 square foot, 10,000 seat Stockton Arena is home of the Stockton Thunder Minor League Hockey Team.

The 2,042-seat Bob Hope Theater is located in the historic former Fox Theater that was constructed in 1930. This performing arts center hosts national and local theatrical, musical, comedy and dance productions.

The Gary & Janice Podesto IMPACT Teen Center, located in downtown Stockton, features four bowling lanes, a half-court basketball area, stage, meeting rooms, game rooms, classrooms, a computer lab, snack bar, and a climbing wall.

The City also operates a Skate Park and Ice Arena and offers various other sports and recreational opportunities through the City Park and Recreation Department.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE CITY OF STOCKTON FOR THE FISCAL YEAR
ENDED JUNE 30, 2023**

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Stockton (the “City”) in connection with the issuance of \$_____ aggregate principal amount of Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “2024 Bonds”). The 2024 Bonds were issued pursuant to a 2024 Indenture, dated as of August 1, 2024 (the “Indenture”), between the Stockton Public Financing Authority and U.S. Bank Trust Company, National Association, as Trustee (the “Trustee”). The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the 2024 Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the 2024 Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Section 3 and Section 4 of this Disclosure Certificate.

“*Beneficial Owner*” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2024 Bonds (including persons holding 2024 Bonds through nominees, depositories or other intermediaries).

“*Disclosure Representative*” means the Chief Financial Officer of the City or a designee, or such other officer or employee as the City shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” means initially Willdan Financial Services, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City written evidence of such designation.

“*EMMA*” means the Electronic Municipal Marketplace Access site maintained by the MSRB, currently located at <http://emma.msrb.org>.

“*Filing Date*” means March 31 following the end of each Fiscal Year of the City (or the next succeeding business day if such day is not a business day), commencing with the filing for Fiscal Year 2023-24 due March 31, 2025.

“*Financial Obligation*” means a debt obligation; derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or a guarantee of a debt obligation or derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation. The term financial obligation excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

“*Fiscal Year*” means with respect to the City, the period beginning on July 1 of each year and ending on the next succeeding June 30, or any 12-month or 52-week period thereafter selected by the City with notice of such selection of change in fiscal year to be provided as set forth in Section 3(a).

“*Holders*” means either the registered owners of the 2024 Bonds, or, if the 2024 Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the Official Statement dated August __, 2024 relating to the 2024 Bonds.

“Participating Underwriters” means the original underwriter of the 2024 Bonds required to comply with the Rule in connection with offering of the 2024 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.

“Specified Event” means any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

SECTION 3. Provision of Annual Reports.

(a) The City shall provide, or shall cause the Dissemination Agent to provide to the MSRB, not later than the Filing Date, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report shall be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the Fiscal Year of the City changes, it shall give notice of such change in the same manner as for a Specified Event under this Disclosure Certificate. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) Not later than 15 Business Days prior to the Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The City shall provide, or cause the preparer of the Annual Report to provide, a written certificate with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Annual Report.

(c) If the City is unable to provide to the Annual Report to the MSRB by the date required in Section 3(a), the City shall send a notice in a timely manner to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) Provided it has received the Annual Report from the City pursuant to Section 3(a), file the Annual Report the MSRB by the Filing Date, and file any notice of a Specified Event, if requested by the City, as soon as practicable following receipt from the City of such notice; and

(ii) Provided it has received the Annual Report from the City pursuant to Section 3(a), file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The Statement of Net Assets, the Statement of Revenues, Expenditures and Changes in Fund Net Assets and the Statement of Cash Flows for the Wastewater System for the prior Fiscal Year, 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 such financial reports are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements similar to the audited financial statements contained in the Official Statement, and shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not presented in the audited financial statements:

(i) Information for the Wastewater System for the prior Fiscal Year substantially similar to that provided in the following tables of the Official Statement;

[To be Confirmed]

(A) Table 1 – “Customer Class by Type of Account and Number of Connections;”

(B) Table 2 – “Ten Largest Users by Flow;”

(C) Table 3 – “Ten Largest Users by Revenue;”

(D) Table 4 – “Schedule of Rates and Charges and Effective Dates;”

(E) Table 5 – “Connection Fee Revenues;”

(F) Table 6 – “Uncollectible Charges for Services;”

[(G) Table 9 – “Historical Revenues Expenses and Debt Service Coverage”]; and

(ii) Debt service schedules for the 2024 Bonds and any Parity Obligations.

SECTION 5. Reporting of Specified Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2024 Bonds:

(i) Principal and interest payment delinquencies on the 2024 Bonds;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2024 Bonds, or other material events affecting the tax status of the 2024 Bonds;

(vii) Modifications to rights of the 2024 Bond Holders, if material;

- (viii) Note calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property, if any, securing repayment of the 2024 Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) The Trustee shall, promptly upon obtaining actual knowledge at its principal corporate trust office as specified in Section 12 hereof of the occurrence of any of the Specified Events and notify the City of such Specified Events; *provided*, that failure by the Trustee to so notify the City shall not relieve the City of its duty to report Specified Events as required in this Section 5. For the purpose of this Disclosure Agreement “actual knowledge” means actual knowledge at the corporate trust office of the Trustee by an officer of the Trustee with responsibility for matters related to the administration of the Indenture.

(c) Wherever the City obtains knowledge of the occurrence of Specified Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Specified Event.

(d) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(x), (a)(xiii), (a)(xiv), (a)(xiv), and (a)(xv) of this Section 5 contain the qualifier “if material”. The City shall cause a notice to be filed as set forth in this Section 5 with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Specified Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in Section 5(c).

(e) If in response to a request under Section 5(b), the City determines that the Specified Event would not be material under applicable federal securities laws, the City shall so notify the Trustee in writing and instruct the Dissemination Agent not to report the occurrence.

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Specified Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Specified Events described in Section 5(a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected 2024 Bonds pursuant to the Indenture.

(g) For purposes of this Disclosure Agreement, any event described in Section 5(a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(h) The Dissemination Agent may conclusively rely on an opinion of counsel that the City's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Identifying Information for Filings with EMMA. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The obligations of the City under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2024 Bonds. If such termination occurs prior to the final maturity of the 2024 Bonds, the City shall give notice of such termination in the same manner as for a Specified Event under Section 5(c).

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time upon delivery of written notice thereof to the City at least 30 days prior to the effective date of such resignation. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent. The Dissemination Agent, if other than the City, shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate.

The initial Dissemination Agent shall be Willdan Financial Services.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied with respect to such amendment or waiver:

(a) If the amendment or waiver relates to the provisions of Section 3(a), Section 4, or Section 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or a change in the nature, identity or status of an obligated person with respect to the 2024 Bonds or the type of business conducted by such person;

(b) The undertaking in this Disclosure Certificate, as amended or taking into account such waiver, would, in the opinion of nationally recognized 2024 Bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either: (i) is approved by the Holders of the 2024 Bonds in the same manner as provided in the 2019 Indenture for amendments to such Indenture with the consent of Holders, or (ii)

does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the 2024 Bonds.

(d) Any amendment that modifies or increases the duties or obligations of the Dissemination Agent shall be agreed to in writing by the Dissemination Agent.

(e) In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment 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 City. 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 the same manner as for a Specified Event, 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.

(f) Notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for the occurrence of a Specified Event under Section 5(c).

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Specified Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Specified Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Specified Event.

SECTION 11. Default. This Disclosure Certificate shall be solely for the benefit of the holders and beneficial owners from time to time of the 2024 Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Trustee may (and, at the request of the Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding 2024 Bonds and upon receipt of indemnity satisfactory to the Trustee, shall), or any Holder or Beneficial Owner of the 2024 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by order of a court of competent jurisdiction in the County of San Joaquin, California, to cause the City to comply with its obligations under this Disclosure Certificate, *provided* that any holder or beneficial owner seeking to require the City to comply with this Disclosure Certificate shall first provide at least thirty (30) days prior written notice to the City of the failure of the City, giving reasonable detail of such failure. Failure by the City to comply with any provision of this Disclosure Certificate shall not be deemed an Event of Default under the 2019 Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the terms of this Disclosure Certificate shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Disclosure Certificate.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the negligence or willful misconduct of the Dissemination Agent. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the City under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the 2024 Bonds.

SECTION 13. Notices. Any notice or other communication to be given by the City or the Dissemination Agent under this Disclosure Certificate may be given by delivering the same by first class mail, postage prepaid, messenger, or overnight delivery to the addresses set forth below (until another address is filed by the City or the Dissemination Agent with the Trustee):

To the City:	City of Stockton 425 North El Dorado Street Stockton, California 95202 Attention: Chief Financial Officer
If to the Trustee:	U.S. Bank Trust Company, National Association [Address]
If to the Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, California 92590

SECTION 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the 2024 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Record Keeping. The City shall maintain records of Annual Reports and notices of Specified Events, including the content of such disclosure, the name of the entities with which such disclosure was filed and the date of filing of such disclosure.

SECTION 16. Governing Law. The laws of the State of California shall govern this Disclosure Certificate, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Disclosure Certificate shall be brought, commenced or prosecuted in any courts of the State located in the County of San Joaquin, California.

SECTION 17. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: August __, 2024

CITY OF STOCKTON

By: _____
Chief Financial Officer

The undersigned hereby agrees to act as
Dissemination Agent pursuant to the terms
and conditions of this Continuing Disclosure Certificate

WILLDAN FINANCIAL SERVICES

By: _____
Authorized Officer

EXHIBIT A**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Obligated Person: City of Stockton

Name of Issue: Stockton Public Financing Authority Wastewater
Refunding Revenue Bonds, Series 2024 (Wastewater
Refunding Project)

Date of Issuance: August __, 2024

NOTICE IS HEREBY GIVEN that the City of Stockton has not provided an Annual Report with respect to the above-named 2024 Bonds as required by the Continuing Disclosure Certificate, dated August __, 2024 relating to the 2024 Bonds. [The City anticipates that the Annual Report will be filed by _____.]

Dated: _____

CITY OF STOCKTON

By _____

Title _____

cc: Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2024 Bonds, payment of principal, redemption premium, if any, and interest with respect to the 2024 Bonds to DTC, its Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2024 Bonds and other related transactions by and between DTC, its Participants and the Beneficial Owners is based solely on the understanding of the Authority of such procedures and record keeping from information provided by DTC. Accordingly, no representations can be made concerning these matters and neither DTC, its Participants nor the Beneficial Owners, should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or its Participants, as the case may be. The Authority, the Trustee and the Underwriters understand that the current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and that the current “Procedures” of DTC to be followed in dealing with Participants are on file with DTC.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the 2024 Bonds. The 2024 Bonds 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 2024 Bond certificate will be issued for each maturity of each Series of the 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest 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.

Purchases of the 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2024 Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2024 Bond (“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 2024 Bonds 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 the 2024 Bonds, except in the event that use of the book-entry system for the 2024 Bonds is discontinued.

To facilitate subsequent transfers, all 2024 Bonds 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 the 2024 Bonds 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 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2024 Bonds 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 the 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2014 Indenture. For example, Beneficial Owners of the 2024 Bonds may wish to ascertain that the nominee holding the 2024 Bonds 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 2024 Bonds within a maturity are being redeemed. DTC's practice is to determine by lot the amount of the interest of each Direct Participant in each issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of, premium, if any, and interest on the 2024 Bonds 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, its nominee, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest on the 2024 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority 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 2024 Bonds 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, 2024 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, 2024 Bond certificates will be printed and delivered.

The foregoing information concerning DTC concerning and DTC's book-entry system has been provided by DTC, and neither the Authority nor the Trustee take any responsibility for the accuracy thereof.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF 2024 BONDSS FOR REDEMPTION.

In the event that the book-entry system is discontinued as described above, the requirements of the 2014 Indenture will apply.

The Authority and the Trustee cannot and do not give any assurances that DTC, the Participants or others will distribute payments of principal, interest or premium, if any, evidenced by the 2024 Bonds paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. Neither the Authority nor the Trustee are responsible or liable for the failure of DTC or any Participant to make any payment or give any notice to a Beneficial Owner with respect to the 2024 Bonds or an error or delay relating thereto.

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the 2024 Bonds, Hawkins Delafield & Wood LLP, Bond Counsel, proposes to render their final approving opinion in substantially the following form:

[Closing Date]

Stockton Public Financing Authority
Stockton, California

City of Stockton
Stockton, California

**Re: \$_____ Stockton Public Financing Authority Wastewater Revenue
Refunding Bonds, Series 2024 (Wastewater Refunding Project)**

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Stockton Public Financing Authority (the “Authority”) of \$_____ in aggregate principal amount of the Stockton Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2024 (Wastewater Refunding Project) (the “Bonds”). The Bonds are being issued pursuant to the laws of the State of California (the “State”), including Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended (the “Act”), a resolution adopted by the Authority on _____, 2024 (“Resolution”), the 2024 Installment Purchase Contract, dated as of August 1, 2024 (the “Installment Purchase Contract”), between the Authority and the City of Stockton (the “City”), and the 2024 Indenture, dated as of August 1, 2024 (the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

In our capacity as Bond Counsel we have reviewed the Act, the Resolution, the Installment Purchase Contract, the Indenture, certificates of the Authority, the City, the Trustee and others, an opinion of the City Attorney, and such other documents, opinions and instruments as we deemed necessary to render the opinions set forth herein. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority and the City. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof.

We call attention to the fact that the rights and obligations under the Indenture and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the foregoing documents.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding limited obligations of the Authority and are payable solely from Revenues and certain other amounts held under the Indenture.

2. The Indenture has been duly authorized, executed and delivered by, and constitutes a valid and binding obligation of, the Authority. The Indenture creates a valid lien on the Revenues and certain other amounts held by the Trustee under the Indenture, as and to the extent set forth in the Indenture and subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

3. The Installment Purchase Contract has been duly authorized, executed and delivered by, and constitutes a valid and binding obligation of, the Authority and the City. The Installment Purchase Contract creates a valid lien on the Net System Revenues and certain other amounts pledged by the Installment Purchase Contract for the security of the 2024 Installment Payments.

4. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described below, (i) interest on the Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code; however, interest on the Bonds is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code.

The Code establishes certain requirements that must be met subsequent to the issuance and delivery of the Bonds in order that, for federal income tax purposes, interest on the Bonds be not included in gross income pursuant to Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of proceeds of the Bonds, restrictions on the investment of proceeds of the Bonds prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause interest on the Bonds to become subject to federal income taxation retroactive to their date of issue, irrespective of the date on which such noncompliance occurs or is ascertained.

On the date of delivery of the Bonds, the Authority and the City will execute a Tax Certificate relating to the Bonds containing provisions and procedures pursuant to which such requirements can be satisfied. In executing the Tax Certificate, the Authority and the City covenant that they will comply with the provisions and procedures set forth therein and that it will do and perform all acts and things necessary or desirable to assure that the interest paid on the Bonds will, for federal income tax purposes, be excluded from gross income.

In rendering the opinion in this paragraph 4, we have relied upon and assumed (i) the material accuracy of the Authority’s and the City’s representations, statements of intention and reasonable expectations, and certifications of fact contained in the Tax Certificate with respect to matters affecting the status of interest paid on the Bonds, and (ii) compliance by the Authority and the City with the procedures and covenants set forth in the Tax Certificate as to such tax matters.

5. Under existing statutes, interest on the Bonds is exempt from State personal income taxes.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Bonds, or the ownership or disposition thereof, except as stated in paragraphs 4 and 5 above. We render our opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement our opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding

sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Bonds.

Respectfully submitted,

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

Stockton Public Financing Authority Wastewater Revenue Refunding Bonds Series 2024 (the “2024 Bonds”)

City Council / Stockton Public Financing Authority

July 9, 2024

Agenda Item 15.5



Existing Parity Obligations of the City's Wastewater Fund

Water Infrastructure Finance and Innovation Act ("WIFIA")

Loan Number: N18126CA

Principal Payments: September 1, 2030 to September 1, 2051
Remaining Amount: \$108,000,000
Interest Rate: 1.20%
Purpose: Repaid Bond Anticipation Notes sold to fund the Regional Wastewater Control Facilities Modification Project

California Department of Water Resources

SRF Loan Number: D2001045

Principal Payment: December 31, 2024 to December 31, 2051
Remaining Amount: \$46,800,000
Interest Rates: 0.90%
Purpose: Used to pay project costs associated with the Regional Wastewater Control Facilities Modification Project

- The 2024 Bonds are being issued to refund the outstanding:

Stockton Public Financing Authority

Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds")

- The 2024 Bonds will be on parity with both the WIFIA Loan and the SRF Loan
- The 2024 Bonds will be amortized over the same remaining term as the 2014 Bonds (no extension)

Estimated Financing Summary (Assumes Market Interest Rates as of May 14)

Outstanding 2014 Bonds ⁽¹⁾	\$29,620,000
Principal Amount of the 2024	\$28,615,000
2014 Bonds Total Debt Service	\$34,211,250
2024 Bonds Total Debt	\$33,038,077
Total Savings	\$1,173,173
Average Annual Savings ⁽²⁾	\$227,225
Net Present Value Savings (\$)	\$1,055,707
Net Present Value Savings (%) ⁽³⁾	3.56%
Final Maturity ⁽⁴⁾	September 1, 2029 (FY 2030)

Notes

- (1) Amount Outstanding After September 1, 2024
- (2) From Fiscal Year 2026 to Fiscal Year 2030
- (3) As a Percentage of the Principal Amount of Bonds Refunded
- (4) Same Final Maturity as the 2014 Bonds (No Extension)

The Resolutions establish a minimum cash flow savings target of \$150,000 per year (FY 2026 to FY 2030) which equates to 2.38% net present value savings. While the transaction currently meets the standards establish in the City's debt policy at > 3.00% net present value savings, the minimum cash flow target would require a waiver from the City's debt policy by utilizing "Section XVI: Exceptions To These Policies":

"The City may find in limited and exceptional instances that a waiver to any of the above stated policies is warranted given identified special City benefits to be derived from such waiver. Such waivers may be granted by the City Manager or CFO with the approval of the City Attorney, if provisions waived are not material, and shall be granted only by action of the City Council if as to material provisions and shall be based upon stated policies as warranted given identified special City benefits to be derived from such specific public purpose, economic and/or health and safety findings."

Estimated Costs of Issuance

Role	Party	Total
Bond / Disclosure Counsel	Hawkins Delafield & Wood LLP	\$52,000.00
Bond Counsel Expenses (NTE)	Hawkins Delafield & Wood LLP	1,500.00
Municipal Advisor	Del Rio Advisors, LLC	62,500.00
Municipal Advisor Expenses (NTE)	Del Rio Advisors, LLC	750.00
Rating Fee	Standard & Poor's Corporation	29,500.00
Trustee (Acceptance Fee)	U.S. Bank	1,000.00
Trustee (Annual Fee)	U.S. Bank	2,750.00
Trustee (Counsel Fee)	U.S. Bank	3,000.00
Escrow Agent	ComputerShare	2,500.00
Printing of Official Statement	TBD	5,000.00
Rounding Adjustment / Miscellaneous	Misc.	<u>15,372.97</u>
Total Estimated Costs		\$178,762.97

Estimated Savings

Date	Prior Debt Service	Refunding Debt Service	Savings
06/30/2025	740,500.00	703,452.08	37,047.92
06/30/2026	6,692,375.00	6,466,625.00	225,750.00
06/30/2027	6,693,250.00	6,466,750.00	226,500.00
06/30/2028	6,695,000.00	6,468,250.00	226,750.00
06/30/2029	6,696,875.00	6,470,375.00	226,500.00
06/30/2030	6,693,250.00	6,462,625.00	230,625.00
	34,211,250.00	33,038,077.08	1,173,172.92

Savings Summary

Savings PV date	09/04/2024
Savings PV rate	3.791273%
PV of savings from cash flow	1,051,944.49
Plus: Refunding funds on hand	3,762.97
Net PV Savings	1,055,707.46

Proposed 2024 Bonds, Financing Team and Remaining Schedule

Proposed 2024 Bonds

- \$28.615 million public offering
- Proposed same amortization term as the 2014 Bonds (no extension)
- Estimated fixed Costs of Issuance of \$178,762.97
- Estimated Bond Insurance and Surety Premium of \$184,959.23
- Estimated Underwriter's Discount of \$140,213.50 (0.49% of the refunding principal amount)

Financing Team

- Bond / Disclosure Counsel: Hawkins Delafield & Wood LLP
- Municipal Advisor: Del Rio Advisors, LLC
- Co-Underwriters: Hilltop Securities and Oppenheimer & Co. Inc.
- Trustee: U.S. Bank Trust Company, National Association

Proposed Financing Schedule

Date	Action
Tuesday July 9 th	City Council / Authority Board Meeting
Week of July 29 th	Print and Post the Preliminary Official Statement
Wednesday August 14 th	Sell the Bonds
Weeks of August 19 th and August 26 th	Print and Post Final Official Statement Documents Executed
Wednesday September 4 th	Transaction Closes

Documents for Review and Approval

- **2024 Indenture:** An agreement between the Authority and U.S. Bank Trust Company, National Association (“U.S. Bank”) as Trustee. This document governs all the terms and conditions of the 2024 Bonds including the role of U.S. Bank as Trustee, the principal payments along with the interest rates on the individual maturities, the redemption provisions of the 2024 Bonds, establishes the funds and accounts for the 2024 Bonds, establishes the City obligations for continuing disclosure reporting, arbitrage rebate and annual CDIAC reporting, and remedies for bondholders in an event of default.
- **2024 Installment Purchase Contract:** An agreement between the Authority (seller) and the City (purchaser) whereby the City will purchase from the Authority the Wastewater System improvements funded with proceeds of the 2014 Bonds. In exchange, the City agrees to make installment payments to the Authority. The installment payments are equal to the debt service on the 2024 Bonds.
- ***Official Statement (Including the Continuing Disclosure Certificate)*:** The Official Statement is the primary document used by the Underwriter to market the 2024 Bonds to investors. The official statement describes the 2024 Bonds in detail and all the information used by investors to make an informed purchase decision. The official statement, in the preliminary form presented, is deemed final pursuant to Rule 15c-2-12 under the Securities Exchange Act of 1934.
- **Bond Purchase Contract:** An agreement between the City, the Authority and the Underwriters, pursuant to which the Underwriters agree to purchase the 2024 Bonds from the Authority, on the terms and conditions set forth therein. It provides certain conditions for closing that must be met prior to the closing and funding of the 2024 Bonds and will be executed on the date of pricing.

Resolutions for Consideration

- **Resolution of the City of Stockton:** This Resolution authorizes the form of and the execution and delivery of an Installment Purchase Contract, Bond Purchase Contract, Continuing Disclosure Certificate and Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.
- **Resolution of the Stockton Public Financing Authority:** This Resolution authorizes the issuance and sale of the 2024 Bonds in an aggregate principal amount not to exceed \$32,000,000; approves the form of and authorizes the execution and delivery of an Indenture, an Installment Purchase Contract, a Bond Purchase Contract, and an Official Statement all relating to the issuance of the 2024 Bonds and approving certain actions in connection therewith.

The Resolutions also approve the execution of all documents and other actions related to the issuance of the 2024 bonds and that the Chair of the Authority (Mayor), Executive Director of the Authority (City Manager), Treasurer of the Authority (Chief Financial Officer) or their designee be authorized to take appropriate and necessary actions to carry out the purpose and intent of the Resolutions.

Questions and Discussion





City of Stockton

Legislation Text

File #: 24-0664, **Version:** 1

ADOPT A RESOLUTION APPROVING MEASURE A EXPENDITURE GUIDELINES

RECOMMENDATION

It is recommended that City Council adopt a Resolution to:

1. Approve the Measure A Expenditure Guidelines (Exhibit 1 to the proposed Resolution); and
2. Authorize the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the Resolution.

Summary

On December 5, 2023, the City Council adopted an ordinance to extend Measure A, a three-quarter percent transactions and use (sales) tax through March 31, 2034. The measure was originally approved by voters on November 5, 2013, and became effective April 1, 2014.

In an October 2023 performance audit, the City's internal auditors recommended the City implement expenditure guidelines for Measure A revenues to improve transparency and utilization of Measure A funds. The proposed Measure A Expenditure Guidelines are hereby presented to City Council for approval.

DISCUSSION

Background

On December 5, 2023, the Stockton City Council adopted an ordinance to extend Measure A, a three-quarter percent transactions and use (sales) tax, through March 31, 2034. The measure was originally approved by voters on November 5, 2013, and became effective April 1, 2014.

On the same ballot, voters also approved Measure B, a non-binding advisory measure, to help communicate priorities and express an opinion about how the additional tax money should be used. On February 25, 2014, Stockton's City Council supported the citizens' approval of Measure B by implementing the first phase of the Marshall Plan on Crime.

Measure B recommends that 65% of Measure A proceeds be used for law enforcement and crime prevention services, such as the Marshall Plan on Crime, and that 35% of Measure A proceeds be used for general City services, including recovery from bankruptcy.

A performance audit conducted by the City's internal auditor, Moss Adams LLP, noted the following:

While expenditure processes appear to comply with Measure A provisions, the City does not have updated expenditure guidelines to define allowable expenditures, proactively plan for future use of the funds, or support tracking of expenditures. This contributes to limited visibility into the impact of the Measure among the public and creates a lack of clarity among City staff for what constitutes allowable use of the funds.

The Measure A Citizens Advisory Committee receives regular reports from City staff on Measure B eligible expenditures, including annual economic recovery reports, quarterly financial reports, annual reports on the 65%/35% usage, and quarterly statistics concerning progress on crime reduction and staff retention.

Present Situation

The proposed Measure A Expenditure Guidelines (Exhibit 1 to the Resolution) address the City's internal auditor's finding noted above, by constructing expenditure guidelines that can be used to understand, direct, and track eligible costs.

According to Section 21 of the Ordinance (2013-07-09-1601), 100% of the proceeds of Measure A may be used for any lawful purpose of the City, as authorized by ordinance, resolution, or action of the City Council. The Ordinance explicitly states that Measure A is a general tax and not a special tax. The proposed guidelines do not restrict or legislate the use of these general-purpose tax revenues and are not intended in any way to legally obligate Measure A funds for any particular purpose. Instead, this document is designed to increase visibility and transparency, and demonstrate the City's alignment with Measure B.

The spending priorities for Measure A funds included in the proposed guidelines can be summarized as follows:

- Law Enforcement and Crime Prevention (65% recommended): This category includes Police Department and Crime Prevention personnel and related program expenditures, recruitment and retention incentives, and any special projects or initiatives to the extent funds are available.
- General City Services (35% recommended): The priorities for this category include contingency payments made to Assured Guaranty as required under the current terms and agreement, post-bankruptcy recovery/restoration of services, general City expenditures as approved by City Council, and maintaining a healthy General Fund reserve to mitigate impacts from the next economic downturn.

Several benefits will be achieved by establishing clear Measure A guidelines:

- Specific guidance to prescribe and encourage eligible costs to incur against Measure B.
- Specific contingencies for use of Measure B when savings occur in high priority areas.
- Outlining the Marshall plan into specific items that can be adjusted to respond to changes in the City's demand for services.

The guidelines are meant to replace the aging Marshall Plan with a list of items categorized into goals that can be adjusted annually to respond to a changing fiscal environment.

As part of the annual budget process, the City will develop and present an expenditure plan for Measure A funds for the upcoming fiscal year based on the spending priorities identified in the proposed guidelines. The plan will be presented to the Measure A Citizens' Advisory Committee, followed by a presentation to City Council for approval.

Any revisions to the spending plan will be presented to the Measure A Citizens' Advisory Committee at regularly scheduled meetings. City Council will be presented with spending plan updates and/or revisions as part of the quarterly budget updates that are currently provided to Council.

Attachment A displays the Measure A Expenditure Plan for FY 2024-25 for informational purposes. This plan was incorporated into the FY 2024-25 Adopted Budget that was approved by City Council on June 18, 2024.

The approved guidelines may subsequently be modified or revised as economic and programmatic conditions evolve over time, including but not limited to:

- Anticipated or unanticipated changes in projected or actual revenues and/or expenditures
- Economic trends and/or forecasts
- Overall fiscal health of the City
- Changes in programmatic and/or personnel needs
- Council priorities

Any future proposed changes to the guidelines will be presented to the Measure A Citizens' Advisory Committee for discussion, and subsequently presented to City Council for approval.

A draft of the Measure A Expenditure Guidelines was presented to the Measure A Citizens' Advisory committee for review and discussion on June 6, 2024. The Committee did not make any recommendations concerning the guidelines for staff to consider. Staff subsequently made minor, technical changes to the draft guidelines, and those changes are reflected in the current version recommended for Council approval (Exhibit 1 to the Resolution).

FINANCIAL SUMMARY

There is no fiscal impact associated with City Council's approval of the Measure A Expenditure Guidelines. The expenditures displayed in the FY 2024-25 Measure A Expenditure Plan (Attachment A) are already included in the FY 2024-25 Budget that was adopted by City Council on June 18, 2024.

Attachment A - FY 2024-25 Measure A Expenditure Plan

Measure A Expenditure Plan*

FY 2024-25

Measure A Revenues		
Measure A Transaction & Use Tax	\$	47,058,000
Total Measure A Revenues	\$	47,058,000

Law Enforcement and Crime Prevention (65%)		
Law Enforcement		
Salary & Benefits - 60 Sworn Positions	\$	14,242,486
Salary & Benefits - 33 Civilian Positions		4,825,845
Vacancy Savings		(1,531,305)
Recruitment, Retention, and Wellness Efforts (Side Letter)		12,295,709
Administration and Contracted Service Delivery Costs		4,590,249
Fuel		378,960
Materials & Supplies		755,825
Training & Staff Development Services		601,809
Office of Violence Prevention		
Salary & Benefits - 8 Civilian Positions		1,220,264
Administration and Contracted Service Delivery Costs		328,934
Fuel		33,418
Materials & Supplies		45,000
Office Equipment		3,379
Training & Staff Development Services		53,500
Total Law Enforcement and Crime Prevention Expenditures	\$	37,844,073
% of Revenues (65% advised)		80%

General City Services (35%)		
Bankruptcy Recovery: Assured Guaranty Contingent Payment	\$	5,927,000
Restoration of Service: Victory Park Pool		3,000,000
Restoration of Service: Fire Station No. 7		286,927
Total General City Services Expenditures	\$	9,213,927
% Of Revenues (35% advised)		20%

*Measure A is a general tax imposed for general governmental purposes, the proceeds of which may be used for any lawful purpose of the City and are not restricted or limited to the expenditures identified in this plan.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING MEASURE A EXPENDITURE GUIDELINES

On December 5, 2023, City Council adopted an ordinance extending for 10 years (through March 31, 2034) the term of the City of Stockton transactions and use tax ordinance ("Measure A") approved by voters at the November 5, 2013, election; and

Measure A is a general tax imposed for general governmental purposes; and

Voters also approved Measure B on November 5, 2013, a non-binding advisory measure that recommends 65% of Measure A proceeds be used for law enforcement and crime prevention services, and 35% of Measure A proceeds be used for general City services, including recovery from bankruptcy; and

The City's internal auditor recommended City Council adopt guidelines to increase visibility and transparency of the uses of Measure A proceeds, and to demonstrate the City's alignment with Measure B; and

The City Council's adoption of guidelines for Measure A proceeds does not restrict or legislate the use of those proceeds, nor do the guidelines legally obligate the proceeds for any particular purpose; now, therefore,

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

1. The City Council hereby adopts the Measure A Expenditure Guidelines, attached hereto as Exhibit 1, incorporated by this reference.
2. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

ATTEST:

KEVIN J. LINCOLN II
Mayor of the City of Stockton

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

Measure A/B Expenditure Guidelines

Introduction

On December 5, 2023, the Stockton City Council adopted an ordinance to extend Measure A, a three-quarter percent transactions and use (sales) tax, through March 31, 2034. The measure was originally approved by voters on November 5, 2013, and became effective April 1, 2014.

On the same ballot, voters also approved Measure B, a non-binding advisory measure, to help communicate priorities and express an opinion about how the additional tax money should be used. On February 25, 2014, Stockton's City Council supported the citizen's approval of Measure B by implementing the first phase of the Marshall Plan on Crime.

Measure B recommends that 65% of Measure A proceeds be used for law enforcement and crime prevention services, such as the Marshall Plan on Crime, and that 35% of Measure A proceeds be used for general City services, including recovery from bankruptcy.

Background

A performance audit performed by the City's internal auditor, Moss Adams, noted the following:

While expenditure processes appear to comply with Measure A provisions, the City does not have updated expenditure guidelines to define allowable expenditures, proactively plan for future use of the funds, or support tracking of expenditures. This contributes to limited visibility into the impact of the Measure among the public and creates a lack of clarity among City staff for what constitutes allowable use of the funds.

The Measure A Citizens Advisory Committee receives regular reports from City staff on Measure B eligible expenditures, including annual economic recovery reports, quarterly financial reports, annual reports on the 65%/35% usage, and quarterly statistics concerning progress on crime reduction and staff retention. Regular reporting will continue under the tax extension authorized by City Council.

Purpose

The purpose of this document is to address the above finding from Moss Adams, and construct expenditure guidelines that can be used to understand, direct, and track eligible costs.

According to Section 21 of the Measure A Ordinance (2013-07-09-1601), 100% of the proceeds of Measure A may be used for any lawful purpose of the City, as authorized by ordinance, resolution, or action of the City Council. The Ordinance explicitly states that Measure A is a general tax and not a special tax. The guidelines set forth below do not

restrict or legislate the use of these general purpose tax revenues, and are not intended in any way to legally obligate Measure A funds for any particular purpose. Instead, this document is designed to increase visibility and transparency, and demonstrate the City's alignment with Measure B.

Benefits of Establishing Expenditure Guidelines

Several benefits will be achieved by establishing clear Measure A guidelines:

- Specific guidance to prescribe and encourage eligible costs to incur against Measure B recommendations.
- Specific contingencies for use of Measure funds when savings occur in high priority areas.
- Outlining the Marshall Plan into specific items that can be adjusted to respond to changes in the City's demand for services.

These guidelines are meant to replace the aging Marshall Plan with a list of items categorized into goals that can be adjusted annually to respond to a changing fiscal environment.

Spending Priorities for the 65% Funds (Law Enforcement and Crime Prevention)

What follows is a list of funding priorities that fit into general goals originally set forth by the Marshall Plan on crime. Funds will be prioritized in the order below. In addition, if a service or improvement will advance Marshall Plan goals, it will be in compliance with these priorities, even if not itemized below.

1. Fund Police Department (PD) and Crime Prevention Personnel
 - a. 60 Sworn positions
 - b. 41 Civilian positions: 8 positions for the Office of Violence Prevention (OVP), and 33 positions for the Police Department and Neighborhood Betterment Teams (NBT) Division
2. Fund program expenditures:
 - a. PD capacity expenditures; technology, equipment
 - b. OVP expenditures
 - c. NBT expenditures
 - d. PD and Crime Prevention General Administration expenditures
3. Recruitment and Retention – Fund temporary recruitment and retention incentives, as provided for in the [Side Letter Agreement Between the City of Stockton and Police Officers' Association](#)
4. Special Projects – Funds may be identified for special crime prevention projects or initiatives if savings occur in any of the above areas

Spending Priorities for the 35% Funds (General City Services)

In addition to the 65% originally allocated to law enforcement and crime prevention expenditures, 35% is advised to go towards general City expenditures. Any amount not spent on law enforcement and crime prevention expenditures will be analyzed on an annual basis with the fourth quarter budget report and made available to the City Council for special consideration. Items specifically funded by this portion of Measure A will be tracked going forward to demonstrate the impact of the 35%. Budget Priorities include:

1. Assured Guaranty Contingent Payments – this is a direct result of the bankruptcy
2. Post-bankruptcy recovery/restoration of services
3. General City expenditures as approved by City Council
4. Building healthy reserves for the next economic downturn

Development of Expenditure Plan

As part of the annual budget process, the City will develop and present an expenditure plan for Measure A funds for the upcoming fiscal year based on the spending priorities identified in these guidelines. The plan will be presented to the Measure A Citizens' Advisory Committee, followed by a presentation to City Council for approval.

Any revisions to the spending plan will be presented to the Measure A Citizens' Advisory Committee at regularly scheduled meetings. City Council will be presented with spending plan updates and/or revisions as part of the quarterly budget updates that are currently provided.

Future Updates to Guidelines

The guidelines contained herein may subsequently be modified or revised as economic and programmatic conditions evolve over time, including but not limited to:

- Anticipated or unanticipated changes in projected or actual revenues and/or expenditures
- Economic trends and/or forecasts
- Overall fiscal health of the City
- Changes in programmatic and/or personnel needs
- Council priorities

Any proposed changes to the guidelines will be presented to the Measure A Citizens' Advisory Committee for discussion, and subsequently presented to City Council for approval.

Adopt Resolution Approving Measure A Expenditure Guidelines

City Council Meeting
July 9, 2024
Agenda Item 15.6

Measure A Background

- $\frac{3}{4}$ Cent Sales Tax
- Approved as a General Tax by Voters in 2013
 - Accompanied by Advisory Measure B
 - 35% General City Services
 - 65% Law Enforcement and Crime Prevention
- Subject to an array of oversight controls, audits, and attestations
- Extended by Council through March 31, 2034

Internal Performance Audit

- Internal Performance Audit performed by Moss Adams in early FY 2023-24 at the Measure A Advisory Committee's request
- Performance Audit found no compliance issues
- Audit recommended that the City could benefit from Measure A Expenditure Guidelines & Planning to Increase Visibility and Transparency

Purpose and Benefits

○ Purpose:

- Understand, direct, and track uses of Measure A proceeds

○ Benefits:

- Prescribe and Encourage eligible Measure B costs
- Identify Contingencies when savings occur
- Itemize Marshall Plan into specific items that can be adjusted to respond to changes in demand for services, economic forecasts, Council priorities, etc.

Priorities: Law Enforcement and Crime Prevention - 65%

1. Fund Police Department & Crime Prevention Personnel
 - a. 60 Sworn Positions, 41 Civilian Positions
2. Fund Program Expenditures
 - a. PD capacity Expenditures
 - b. OVP expenditures
 - c. Neighborhood Betterment Teams (NBT) expenditures
 - d. PD & Crime Prevention General Administration Expenditures
3. Recruitment and Retention Incentives
4. Special Crime Prevention Projects

Priorities: General City Services - 35%

1. Assured Guaranty contingent payments
2. Post-bankruptcy recovery / restoration of service
3. General City expenditures as approved by City Council
4. Building healthy reserves for the next economic downturn

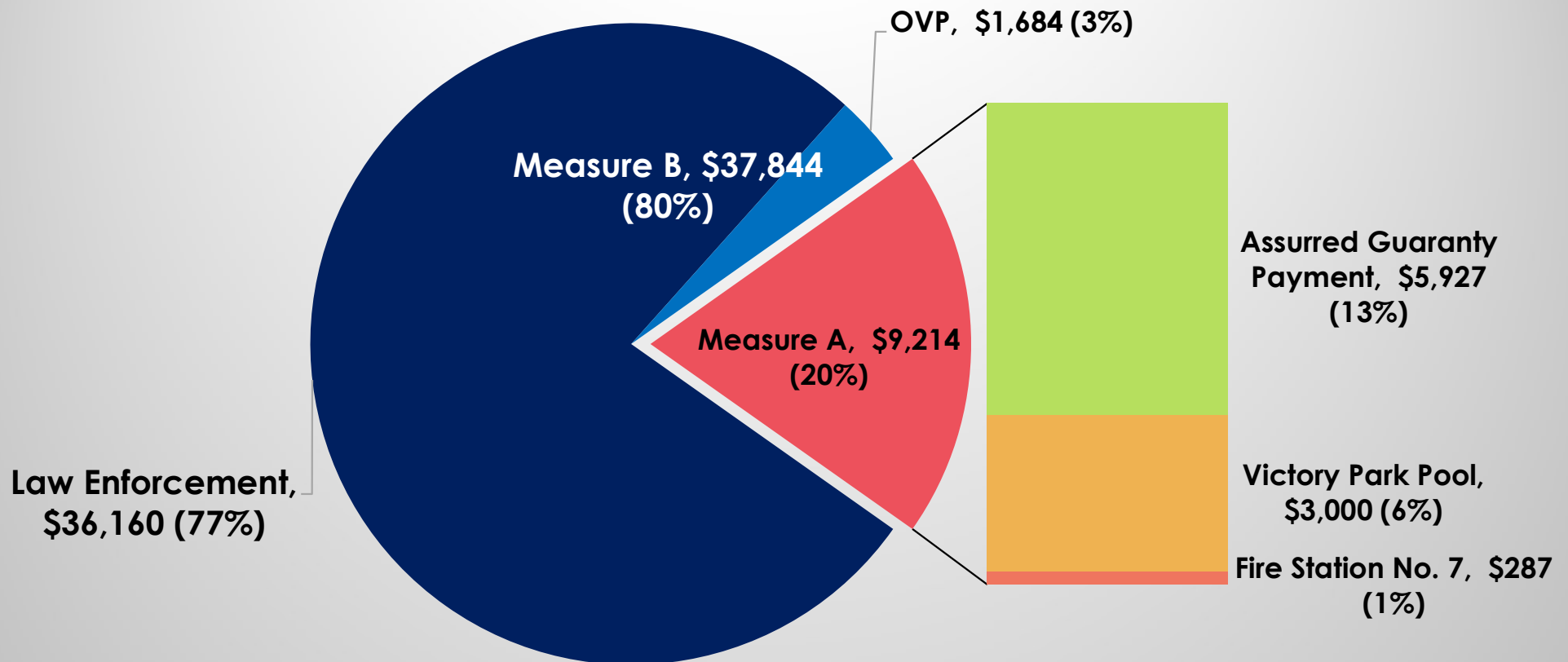
Expenditure Plan

1. Develop an Expenditure Plan each year
 - a. Provide to the Measure A Citizens Advisory Committee followed by City Council approval
2. Revisions will be presented to committee and council regularly

Expenditure Plan (Attachment A)

(dollars in thousands)

FY 2024-25 Expenditure Plan



Future Updates to Guidelines

- Will allow the City to respond to anticipated and/or unanticipated changes, economic trends, demand, priorities, and fiscal health
- Revisions will be presented to the Advisory Committee for discussion, followed by City Council approval

Recommendation Action

- Adopt a Resolution approving the Measure A Expenditure Guidelines (Exhibit 1 to the proposed Resolution)
- Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and intent of the approved guidelines



City of Stockton

Legislation Text

File #: 24-0694, Version: 1

ACCEPT THE FISCAL YEAR 2023-24 FIRST AND SECOND QUARTER BUDGET STATUS UPDATE AND AUTHORIZE BUDGET AMENDMENTS

RECOMMENDATION

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

1. Accept this budget status report on the unaudited results through the second quarter of Fiscal Year (FY) 2023-24.
2. Authorize a budget amendment to increase expenditure appropriation by \$363,979 from the Development Services Fund (220) balance to cover the Information Technology Internal Services Fund expense.
3. Authorize a budget amendment to increase expenditure appropriation by \$110,508 from the Development Services Fund (220) balance and \$208,727 from the Measure K Fund (250) balance to cover Indirect Costs.
4. Authorize a budget amendment of \$145,000 in the Public Works Department to reflect a transfer of Measure K funds between two capital projects.

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

Summary

City staff analyzes the City's expenditures and revenues quarterly and provides reports to the City Council and the public to increase transparency, make financial recommendations in response to financial activities, and perform routine financial operations that require Council's authority to complete.

At the end of the second quarter, it would be expected that actuals would be at around 50% of the budget, or halfway utilized. As of December 31, 2023, General Fund revenues are at approximately 25% of the anticipated budget. This is due to the timing of receipts. Tax remittances are usually remitted from the collection agencies to the City any time from 60 - 90 days after the period closes.

Expenditures are largely at 38% utilization, with \$129.0 million of the \$340.0 million General Fund budget being spent down. The main factors driving this level of underutilizations are salary savings from vacant positions and project expenditures not yet being fully allocated to the funding source - project expenditures for the year are usually fully allocated by the fourth quarter.

DISCUSSION

Background

One of the strategic initiatives developed to support the City's long-term fiscal sustainability was to provide regular analysis and reporting of the City's financial status. As a result, the Council and the public should anticipate quarterly reports. The mid-year quarters are not fully closed or audited, so it is expected that these numbers may change in future reports as departments reconcile their books and complete closing entries.

Present Situation

General Fund Revenues

The General Fund Revenues are detailed in Attachment B. Overall, Revenues are coming in at approximately 25% of revenues, which is generally consistent with previous second quarter results due to the timing of receipt of certain revenue streams.

General Tax Revenues make up 91% of the budgeted revenues in the General Fund. Staff expect that remittances from the collection agencies can take up to 90 days to post to the General Fund; as such, only first quarter sales tax revenues are reflected in this report. Taking this into consideration, the sales tax appears to be coming in slightly over budget, at 28.5% utilization. Property taxes are remitted to the City each year by San Joaquin County in January and April. Receipts for the first six months are about 1.7% of the annual estimate. These timing issues are normal and expected and will be adjusted by the fourth quarter report.

The other revenues are largely proceeding as expected or slightly lower due to anticipated market cooling and similar timing issues. These amounts generally do not contribute to the low utilization, as they make up only 9% of General Fund revenues. Overall, revenues are coming in as expected. After higher-than-expected revenues in the past several years, the City, under the advice of its tax consultants, is anticipating some cooling in tax revenue.

General Fund Expenditures

The General Fund Expenditures are detailed in Attachment A, with summary revenue amounts populated from Attachment B, for an estimated ending fund balance based on staff's understanding of the City's current fiscal climate. Expenditures are currently at 38% budget utilization; this is due to several factors.

Salary Savings Across the Board have resulted in mild-to-moderate savings in most program expenditures. Several departments continue to experience staff vacancies. At December 31, 2023, 1,450 out of 1,794 authorized positions had been filled Citywide, with 156 sworn and 59 civilian public safety positions vacant. The city has made comprehensive efforts to recruit and retain positions in a highly competitive environment, including expanding benefits and wellness efforts for employees. The City's Office of Performance and Data Analytics is also collecting data and advising on data-driven solutions to hiring and retention.

Timing with Multi-Year Program and Capital Improvement Expenditures has resulted in those items being understated in the first and second quarters. Economic Development and Capital improvement lines both show underutilization due to new contracts that have not been fully spent down yet. For instance, approximately \$2.0 million in budget in the economic development fund will be reprogrammed in a future period for use in the land acquisition and redevelopment fund. Likewise, Capital Improvement expenditures will not be allocated to the funding sources until year-end close, resulting in what appears to be only a 6% utilization. In addition, much of the Capital Improvement budget of approximately \$41.8 million is reserved for future years' expenditures.

Other Major Funds

Attachment C summarizes the FY 2023-24 unaudited second quarter ending results for other significant City funds. Funds are coming in at around 50% budget utilization, with some exceptions - such as Measure W tax revenue, which has understated revenue due to similar reasons to the General Fund taxes described above. Likewise, debt service transactions are not expended in any regular pattern but instead by the scheduled due dates to bondholders. In addition, other transactions have not yet been posted through the second quarter.

In most cases, the other funds all experienced revenue at or greater than expected and expenditures below what was expected budget - this is largely attributable to salary savings. No action is required to balance these funds currently.

FINANCIAL SUMMARY

This report provides an analysis of FY 2023-24 first and second quarter budget status results. The unaudited 6-month period review indicates General Fund revenue increases and expenditure savings are estimated to result in a year-end balance that can fully fund the Working Capital Reserve and mostly fund the Known Contingency Reserve.

Following are the budget amendments and transactions needed to complete the recommended actions:

1. Accept this budget status report on the unaudited results of the first and second quarter of FY 2023-24.
2. Increase FY 2023-24 expenditure appropriation in the Development Services Fund (220) by \$363,979 from fund balance to cover the Information Technologies (IT) ISF calculated expenditure amount omitted in the FY 2023-24 Adopted Budget. This administrative budget amendment is necessary to reimburse the IT ISF for the service it provides to City Departments.
3. Increase FY 2023-24 expenditure appropriation in the Development Services Fund (220) by \$110,508 from fund balance and in the Measure K Fund (250) by \$208,727 from fund balance to cover the Indirect Costs expenditure amounts omitted in the FY 2023-24 Adopted Budget. This administrative budget amendment is necessary to reimburse the General Fund for indirect costs incurred by City Departments.

4. Authorize a budget amendment transferring \$145,000 in Measure K funding from a traffic signal modification project to a lighted crosswalk upgrades project. Project No. WT15026 Lighted Crosswalk Upgrades will upgrade the existing pedestrian-actuated warning system in three locations. The three sites are on El Dorado Street, at the intersections of Main, Channel, and Lindsay Streets. The project was advertised for construction, and the construction bids received exceeded the available funding for the project. Staff is requesting to transfer \$145,000 from project no. WT15029 Traffic Signal Modification to project no. WT15026 Lighted Crosswalk Upgrades to support construction for any unforeseen costs, risks, or scope changes that may impact the project's cost throughout the construction phase.

Attachment A - FY 2023-24 General Fund First and Second Quarter Budget Update
Attachment B - FY 2023-24 General Fund First and Second Quarter Revenues
Attachment C - FY 2023-24 First and Second Quarter for Other Major Funds

City of Stockton
FY 2023-24 Budget Update - First and Second Quarter
General Fund - 100 by Program (Budgetary Basis)

	<u>Approved Budget</u>	<u>Year to Date Activity Thru 12/31/2023</u>	<u>% of Budget</u>	<u>Year-End Projected as of 12/31/23</u>	<u>Projection vs. Approved Budget</u>	<u>Variance from Budget</u>
Beginning Available Balance	\$ 39,045,490	\$ 39,045,490		\$ 39,045,490		
Release of Funds*	48,304,704	48,304,704		48,304,704		
	<u>87,350,193</u>	<u>87,350,193</u>		<u>87,350,193</u>		
Revenues						
General Tax Revenues	232,931,661	55,163,105	24%	244,472,417	11,540,756	5.0%
Measure A/B Sales Tax	46,338,887	11,704,493	25%	46,596,000	257,113	0.6%
Program Revenues	17,074,312	7,112,796	42%	20,213,627	3,139,315	18.4%
Interfund Reimbursements	8,978,916	2,598,014	29%	8,979,569	653	0.0%
	<u>305,323,776</u>	<u>76,578,408</u>	<u>25%</u>	<u>320,261,614</u>	<u>14,937,837</u>	<u>4.9%</u>
Expenditures						
<u>Programs</u>						
Police	161,086,108	73,269,667	45%	143,452,943	17,633,165	10.9%
Fire	60,463,841	28,516,243	47%	59,403,756	1,060,085	1.8%
Public Works	22,273,384	8,792,533	39%	18,584,554	3,688,830	16.6%
Economic Development	7,722,966	1,319,038	17%	3,362,217	4,360,749	56.5%
Office of Violence Prevention	2,265,599	1,057,787	47%	2,239,830	25,769	1.1%
	<u>253,811,898</u>	<u>112,955,268</u>	<u>45%</u>	<u>227,043,300</u>	<u>26,768,598</u>	<u>10.5%</u>
<u>Program Support for Other Funds</u>						
Library	4,109,000	2,054,500	50%	4,109,000	-	0.0%
Recreation	3,292,592	1,646,296	50%	3,292,592	-	0.0%
Entertainment Venues	4,446,074	2,223,037	50%	4,446,074	-	0.0%
Downtown Marina	262,000	131,000	50%	262,000	-	0.0%
Capital Improvement	41,818,303	2,575,000	6%	41,818,303	-	0.0%
Golf Course	110,000	55,000	50%	110,000	-	0.0%
Grant Match	100,000	-	0%	-	100,000	100.0%
Development Services	800,000	400,000	50%	800,000	-	0.0%
	<u>54,937,969</u>	<u>9,084,833</u>	<u>17%</u>	<u>54,837,969</u>	<u>100,000</u>	<u>0.2%</u>
<u>Administration</u>						
City Council	1,178,713	506,917	43%	1,068,782	109,931	9.3%
City Manager	3,350,649	1,162,656	35%	2,896,836	453,813	13.5%
City Attorney	1,488,127	559,001	38%	1,156,851	331,276	22.3%
City Clerk	1,248,120	595,186	48%	1,205,433	42,687	3.4%
City Auditor	1,050,040	148,114	14%	513,147	536,893	51.1%
Administrative Services	6,802,864	2,551,362	38%	6,674,487	128,377	1.9%
Human Resources	4,364,245	1,146,091	26%	2,306,275	2,057,970	47.2%
Tax Collection	2,789,474	496,709	18%	2,619,000	170,474	6.1%
Elections	550,000	-	0%	850,000	(300,000)	-54.5%
Other Administration	(40,191)	(381,518)	949%	(307,038)	266,847	-664.0%
General Legal	500,000	184,402	37%	500,000	-	0.0%
	<u>23,282,042</u>	<u>6,968,921</u>	<u>30%</u>	<u>19,483,773</u>	<u>3,798,269</u>	<u>16.3%</u>
Debt Service	7,988,425	-	0%	9,061,425	(1,073,000)	-13.4%
Contingency	-	-		-	-	
Total Expenditures	<u>340,020,335</u>	<u>129,009,022</u>	38%	<u>310,426,467</u>	<u>29,593,868</u>	8.7%
Net Annual Activity	<u>(34,696,559)</u>	<u>(52,430,614)</u>		<u>9,835,147</u>	<u>44,531,705</u>	
Proj. Ending Available Balance	<u>\$ 52,653,635</u>			<u>\$ 97,185,340</u>	<u>\$ 44,531,705</u>	
Fund Balance as % of Expenses	15%			31%		

City of Stockton
FY 2023-24 First and Second Quarters Revenues
General Fund - 100

ATTACHMENT B

	2023-24					
	Approved Budget	Year-to-Date Activity Thru 12/31/2023	% of Budget	Year-End Projection as of 12/31/2023	Year-end Projection vs Budget	% Variance vs. Budget
General Tax Revenues						
Sales Tax						
Point of Sale	\$ 74,233,436	\$ 22,231,575	29.9%	\$ 73,863,832	\$ (369,604)	-0.5%
Measure A Transaction Tax	46,338,887	11,704,493	25.3%	46,596,000	257,113	0.6%
Proposition 172	3,218,074	1,404,401	43.6%	3,269,086	51,012	1.6%
	<u>123,790,397</u>	<u>35,340,469</u>	<u>28.5%</u>	<u>123,728,918</u>	<u>(61,479)</u>	<u>0.0%</u>
Property Taxes						
Property Taxes	43,251,000	740,405	1.7%	46,821,415	3,570,415	8.3%
In-Lieu of Motor Vehicle Fees	31,042,455	-	0.0%	31,590,015	547,560	1.8%
	<u>74,293,455</u>	<u>740,405</u>	<u>1.0%</u>	<u>78,411,430</u>	<u>4,117,975</u>	<u>5.5%</u>
Utility Users Tax						
Water	5,020,799	2,519,617	50.2%	5,306,338	285,539	5.7%
Electric & Gas	29,536,687	13,115,025	44.4%	31,554,103	2,017,416	6.8%
Cable	2,562,827	945,968	36.9%	2,241,680	(321,147)	-12.5%
Telecommunications	3,382,714	1,667,175	49.3%	4,035,103	652,389	19.3%
	<u>40,503,027</u>	<u>18,247,785</u>	<u>45.1%</u>	<u>43,137,224</u>	<u>2,634,197</u>	<u>6.5%</u>
Franchise Tax						
Electric & Gas	3,010,218	-	0.0%	3,143,211	132,993	4.4%
Cable/Video	2,049,381	412,342	20.1%	1,908,903	(140,478)	-6.9%
Waste Haulers	13,637,288	5,938,410	43.5%	14,263,539	626,251	4.6%
Other	1,630	-	0.0%	2,860	1,230	75.5%
	<u>18,698,517</u>	<u>6,350,752</u>	<u>34.0%</u>	<u>19,318,513</u>	<u>619,996</u>	<u>3.3%</u>
Business License Tax	14,874,886	5,213,832	35.1%	19,369,187	4,494,301	30.2%
Hotel/Motel Tax	3,453,342	917,258	26.6%	3,405,378	(47,964)	-1.4%
Document Transfer Tax	972,295	412,979	42.5%	934,492	(37,803)	-3.9%
Motor Vehicle License	338,181	-	0.0%	399,537	61,356	18.1%
Investment Proceeds	2,346,448	(355,881)	-15.2%	2,363,738	17,290	0.7%
	<u>21,985,152</u>	<u>6,188,188</u>	<u>28.1%</u>	<u>26,472,332</u>	<u>4,487,180</u>	<u>20.4%</u>
Program Revenues						
Fire Contracts	5,636,461	3,033,803	53.8%	5,824,268	187,807	3.3%
Code Enforcement	4,051,319	1,325,965	32.7%	4,250,653	199,334	4.9%
Charges for Services	2,407,795	967,278	40.2%	2,851,316	443,521	18.4%
Fines & Forfeitures	560,382	169,883	30.3%	452,866	(107,516)	-19.2%
Revenues from Other Agencies	4,033,724	1,046,621	25.9%	6,701,063	2,667,339	66.1%
Licenses & Permits	381,331	80,078	21.0%	227,378	(153,953)	-40.4%
Sale of Fixed Assets	100,000	434	0.4%	10,000	(90,000)	-90.0%
Contributed Capital	-	446,463		-	-	
Misc. Other Revenues	(96,700)	42,271	-43.7%	(103,917)	(7,217)	7.5%
	<u>17,074,312</u>	<u>7,112,796</u>	<u>41.7%</u>	<u>20,213,627</u>	<u>3,139,315</u>	<u>18.4%</u>
Interfund Reimbursements						
Indirect Cost Allocation	4,856,141	2,250,510	46.3%	4,856,141	-	0.0%
Refunds & Reimbursements	244,440	72,759	29.8%	257,093	12,653	5.2%
Rents/Leases/Concessions	3,878,335	274,745	7.1%	3,866,335	(12,000)	-0.3%
	<u>8,978,916</u>	<u>2,598,014</u>	<u>28.9%</u>	<u>8,979,569</u>	<u>653</u>	<u>0.0%</u>
Total Revenues	\$ 305,323,776	\$ 76,578,408	25.1%	\$ 320,261,614	\$ 14,937,837	4.9%
% Change from Prior Year	7.0%			5.0%		

City of Stockton
FY 2023-24 First and Second Quarters
Financial Report for Other Major Funds

General Fund Subfunds

Measure A (Breakout of General Fund)			
	Budget	Year to Date Actual	% of Budget
Revenues	46,338,887	11,704,493	25%
Marshall Plan Expenditures			
Office of Violence Prevention	1,347,354	739,274	55%
Police	37,675,180	17,437,365	46%
Capital Projects	-	-	0%
Total Expenses	39,022,534	18,176,639	47%

Redevelopment & Land Acquisition Fund			
	Budget	Year to Date Actual	% of Budget
Revenues	-	-	
Transfers from General Fund	-	-	
Expenditures			
Land Acquisition	-	-	
Total Expenses	-	-	

Funds Combined with General Fund in ACFR

Library 100-120 Fund			
	Budget	Year to Date Actual	% of Budget
Beginning Balance	3,600,693	3,600,693	
Revenues	7,991,066	4,016,889	50%
General Fund Transfer	4,109,000	2,054,500	50%
	12,100,066	6,071,389	50%
Expenditures			
Administration	1,682,318	719,388	43%
Operations	1,831,492	873,932	48%
County Branches	7,315,979	3,005,610	41%
City Branches	3,629,572	1,615,884	45%
Total Expenses	14,459,361	6,214,814	43%
Ending Balance	1,241,398	3,457,267	

Emergency Dispatch 100-130 Fund			
	Budget	Year to Date Actual	% of Budget
Beginning Balance	894,737	894,737	
Revenues	4,896,441	2,029,431	41%
Expenditures	5,016,122	2,331,650	46%
Ending Balance	775,057	592,518	

Entertainment Venues 100-145 Fund			
	Budget	Year to Date Actual	% of Budget
Beginning Balance	3,699,273	3,699,273	
Revenues	3,657,343	2,428,926	66%
General Fund Transfer	4,446,074	2,223,037	50%
Other Fund Transfer	-	-	
	8,103,417	4,651,963	57%
Expenditures			
Administration	392,180	101,738	26%
Venue Operations	8,351,491	4,169,079	50%
Maintenance & Equip./Capital	2,649,206	600,539	23%
Total Expenses	11,392,877	4,871,356	43%
Ending Balance	409,813	3,479,880	

Recreation 100-125 Fund			
	Budget	Year to Date Actual	% of Budget
Beginning Balance	1,465,071	1,465,071	
Revenues	929,742	391,121	42%
General Fund Transfer	3,292,592	1,646,296	50%
	4,222,334	2,037,417	48%
Expenditures			
Administration	3,585,162	633,724	18%
Recreation Programs	3,460,737	1,269,696	37%
Total Expenses	7,045,899	1,903,419	27%
Ending Balance	(1,358,494)	1,599,069	

Boat Launch 100-140 Fund			
	Budget	Year to Date Actual	% of Budget
Beginning Balance	1,189,600	1,189,600	
Revenues	386,652	93,136	24%
Expenditures			
Operations & Maintenance	255,543	109,116	43%
Capital Projects	-	-	0%
Total Expenses	255,543	109,116	43%
Ending Balance	1,576,252	1,282,736	

City of Stockton
FY 2023-24 First and Second Quarters
Financial Report for Other Major Funds

Special Revenue Funds

Measure W 200 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	12,914,043	12,914,043	
Revenues	15,328,904	3,882,934	25%
Expenditures			
Police	7,552,496	3,975,912	53%
Fire	8,181,871	3,788,131	46%
Total Expenses	15,734,367	7,764,043	49%
Ending Balance	12,508,580	9,032,934	

Strong Communities (Measure M) 210 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	35,271,350	35,271,350	
Revenues	15,039,465	3,753,909	25%
Expenditures			
Library Programs	4,547,289	1,299,866	29%
Recreation Programs	6,539,876	1,970,407	30%
Administration	1,501,083	523,096	35%
Capital Projects	26,664,911	-	0%
Total Expenses	39,253,159	3,793,369	10%
Ending Balance	11,057,656	35,231,889	

Development Services 220 Fund	Budget	Year to Date Actual	% of Budget
Beginning Balance	38,991,560	38,991,560	
Revenues	22,454,017	10,329,107	46%
General Fund Transfer	800,000	400,000	50%
Expenditures	23,254,017	10,729,107	46%
Community Development	14,905,776	5,458,558	37%
Fire	4,399,807	1,926,457	44%
Capital	-	-	0%
Total Expenses	19,305,583	7,385,015	38%
Ending Balance	42,939,994	42,335,653	

Enterprise Funds

Water Utility 600 Fund	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	97,010,774	33,786,807	35%
Expenditures			
Administration	4,700,222	1,564,295	33%
Operations & Maintenance	71,834,400	22,853,817	32%
Debt Service	12,772,636	-	0%
Capital	27,560,940	2,340,795	8%
Total Expenses	116,868,198	26,758,907	23%

Wastewater Utility 610 Funds	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	190,285,485	45,340,119	24%
Expenditures			
Administration	5,902,977	1,847,469	31%
Operations & Maintenance	80,232,611	23,899,585	30%
Debt Service	4,219,219	-	0%
Capital	121,227,161	15,460,837	13%
Total Expenses	211,581,968	41,207,891	19%

Stormwater Utility 620 Funds	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	8,294,258	3,019,358	36%
Expenditures			
Administration	2,872,960	613,376	21%
Operations & Maintenance	7,100,493	2,158,191	30%
Capital	2,299,665	248,377	11%
Total Expenses	12,273,118	3,019,944	25%

Parking Authority 630 Fund	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	6,180,215	2,948,772	48%
Expenditures			
Administration	744,816	260,822	35%
Parking Operations	3,054,947	1,543,519	51%
Parking Enforcement	614,252	317,356	52%
Debt Service	1,708,350	(361,608)	-21%
Facility Improvements	1,597,717	230,202	14%
Total Expenses	7,720,082	1,990,291	26%

Downtown Marina 640 Fund	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	386,849	221,048	57%
General Fund Transfer	262,000	131,000	50%
Expenditures	648,849	352,048	54%
Administration	5,000	305	6%
Operations	664,151	328,337	49%
Capital	-	-	0%
Total Expenses	669,151	328,642	49%

Golf 650 Fund	Budget	Year to Date Actual	% of Budget
Working Capital			
Revenues	22,094	13,576	61%
General Fund Transfer	110,000	55,000	50%
Expenditures	132,094	68,576	52%
Administration	54,714	28,491	52%
Swenson Golf Course	62,500	-	0%
Van Buskirk Golf Course	89,276	19,371	22%
Total Expenses	206,490	47,862	23%

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ACCEPTING THE FISCAL YEAR 2023-24 FIRST AND SECOND QUARTER BUDGET STATUS UPDATE REPORT, AND AUTHORIZE BUDGET AMENDMENTS

Fiscal Sustainability is one of the City Council's goals; and

City Council adopted the Fiscal Year (FY) 2023-24 Annual Budget on June 20, 2023, following a duly noticed budget study session and a public hearing, and

By the staff report accompanying this Resolution, incorporated into this Resolution by this reference (Staff Report), the Council has been provided with additional information upon which the actions set forth in this Resolution are based; now, therefore,

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

- 1) Accept this budget status report on the results of the First and Second quarters of Fiscal Year 2023-24.
- 2) Authorize a budget amendment to increase expenditure appropriation by \$363,979 in the Development Services Fund (220) from fund balance.
- 3) Authorize a budget amendment to increase expenditure appropriation by \$110,508 in the Development Services Fund (220) from fund balance and by \$208,727 in the Measure K Fund (250) from fund balance.
- 4) Authorize a budget amendment transferring Measure K funding between two capital projects in the amount of \$145,000.

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5) The City Manager is hereby authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



FY 2023-24
First and Second
Quarters –
Budget Report

Imelda Arroyo
Budget Officer

Agenda Item 15.7

July 9, 2024



2nd Quarter FY 2023-24 General Fund Revenues

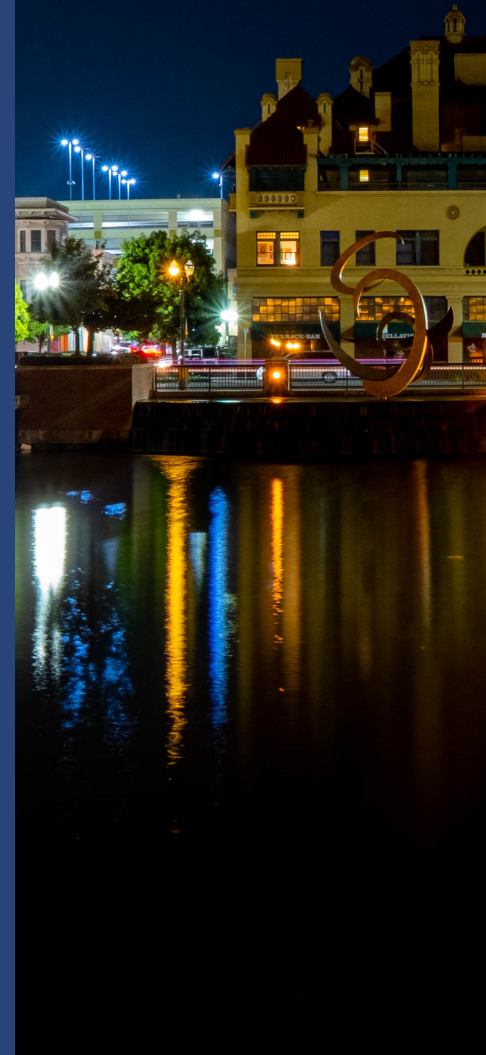
As of December 31, 2023:

- Year to Date = \$76.6 million
 - 25.1% of the \$305.3 million budget

Year-end Projection:

- \$320.3 million
 - \$14.9 million, 4.9% over the budget
 - Largest variances:

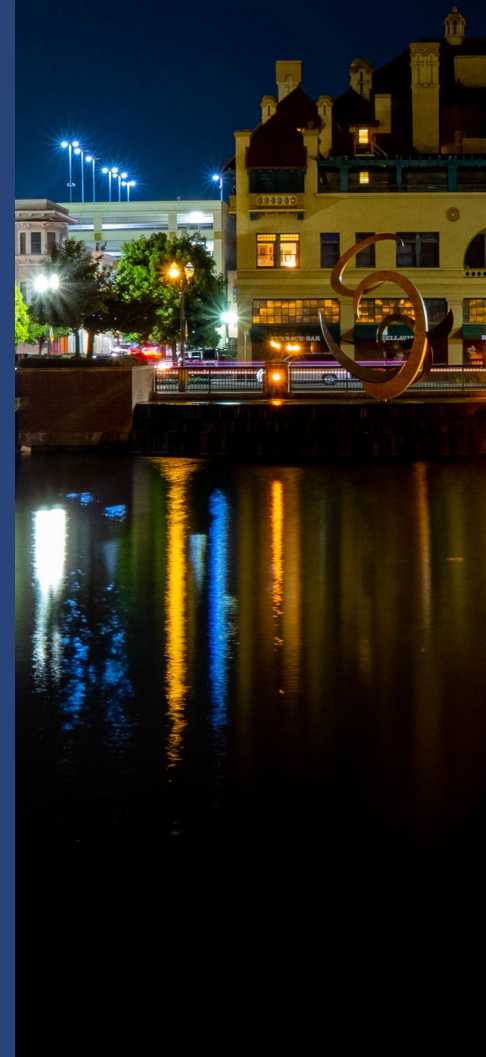
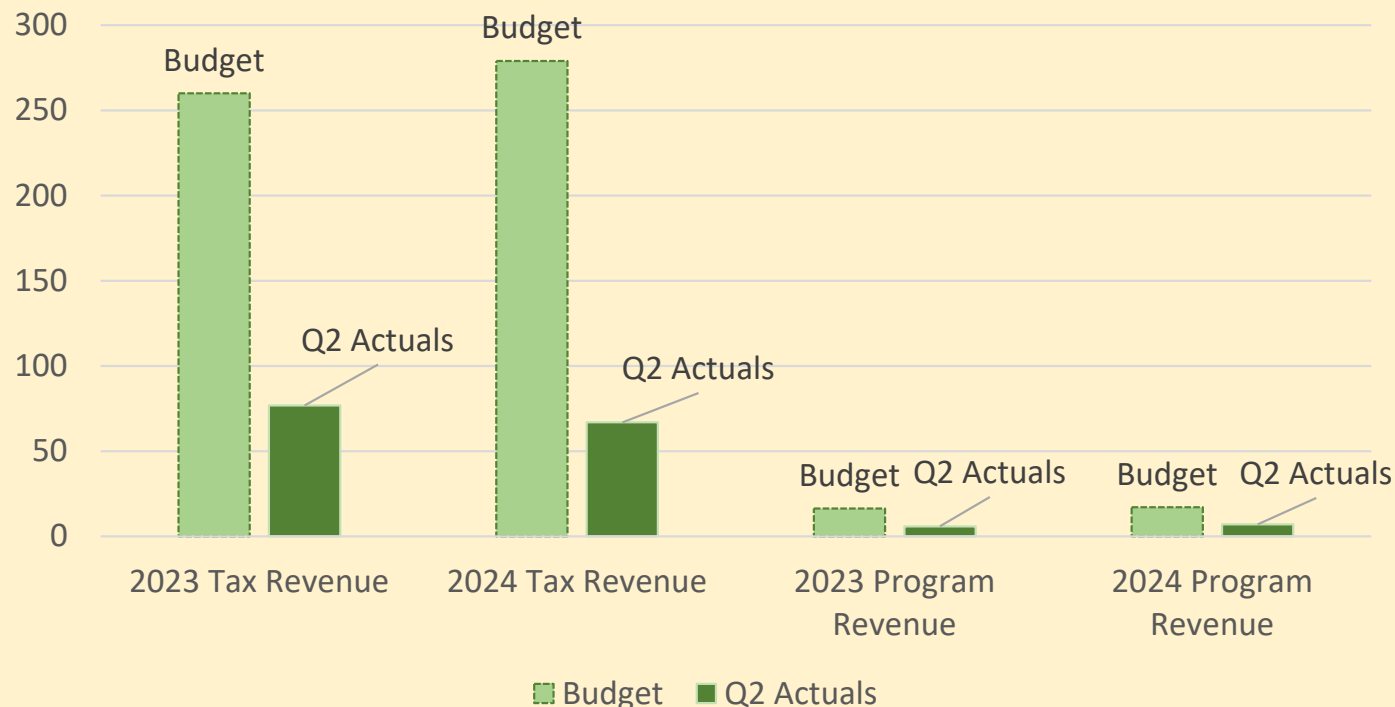
• Business License Tax	+\$4.5 million
• Property Taxes	+\$3.6 million
• Rev. from Other Agencies	+\$2.7 million



Revenues

Proceeding as expected – tax revenues can take up to 90 days to post.

Operating revenues are showing signs of mild cooling anticipated by City's consultants.



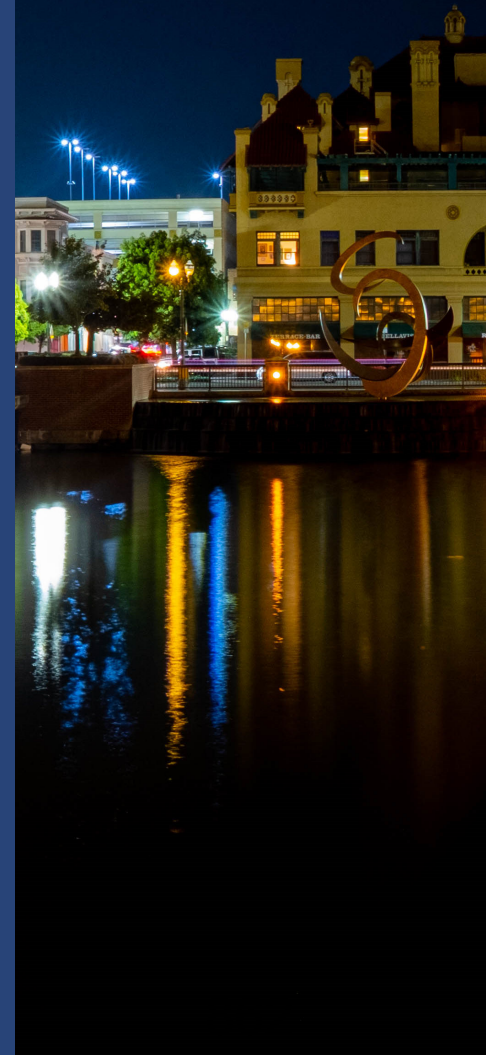
2nd Quarter FY 2023-24 General Fund Expenditures

As of December 31, 2023:

- Expenditures = \$129.0 million
 - 38% of the \$340.0 million budget

Year-end Projection:

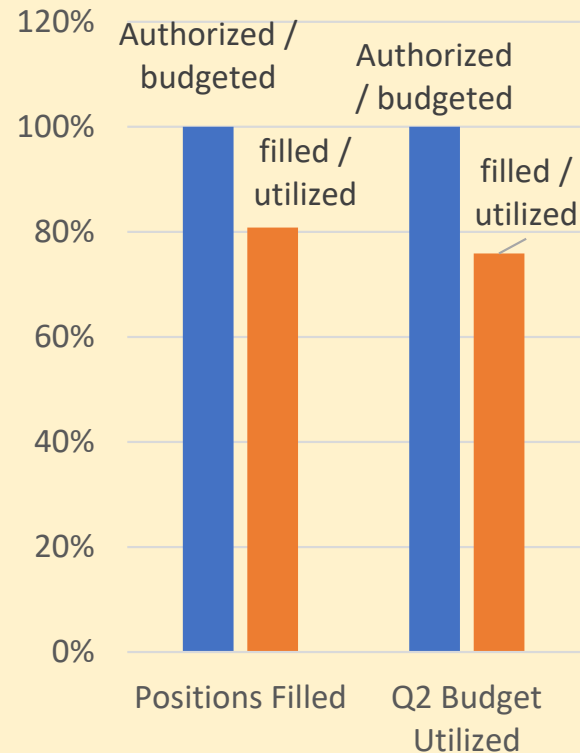
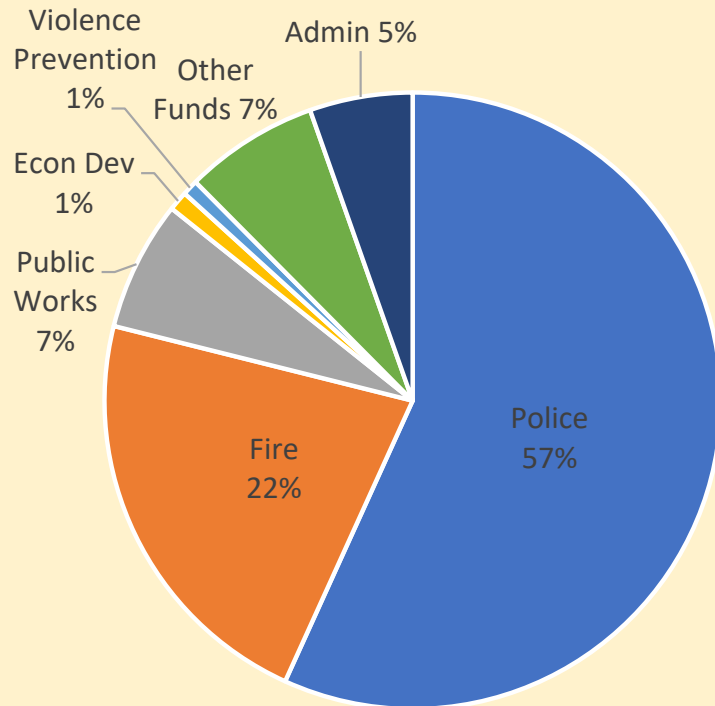
- \$310.4 million
 - \$29.6 million, 8.7% under budget
 - Police Department \$17.6 million
 - Economic Development \$4.4 million
 - Public Works \$3.7 million



Expenditures

- Expenditures also proceeding as expected.
- Currently at 38% Budget Utilization
 - Due to Salary Savings & Multi-year expenditures that have not posted yet.

Actual Q2 Expenditures



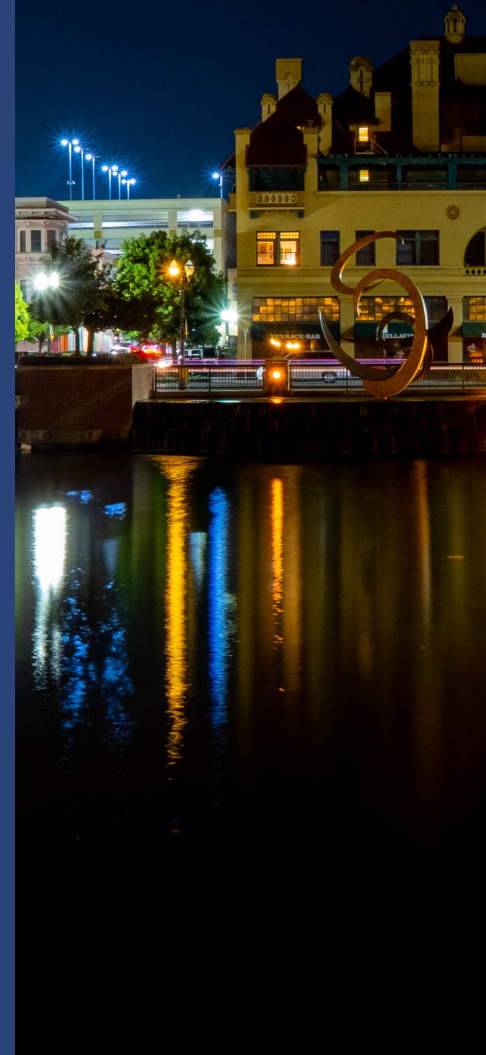
1,450
out of
1,794

Positions
filled



2nd Quarter FY 2023-24 Recommendations

- Accept 2nd Quarter Budget Status Update report.
- Adopt Resolution approving three budget amendments:
 1. Appropriate \$363,979 from the Development Services fund balance to cover the IT ISFs expense
 2. Appropriate \$110,508 from the Development fund balance and \$208,727 from the Measure K fund balance to cover Indirect Costs
 3. Transfer funds in the amount of \$145,000 from the Traffic Signal Modification, Project No. WT15029 to the Lighted Crosswalk Upgrades , Project No. WT15026





City of Stockton

Legislation Text

File #: 24-0648, Version: 1

DISCUSS AND CONSIDER A RESOLUTION TO AUTHORIZE APPROPRIATION OF \$3,000,000 FROM THE GENERAL FUND TO CITY COUNCIL PRIORITY PROJECTS

RECOMMENDATION

It is recommended that the City Council discuss and consider a resolution recommended by the Council Budget/Finance/Economic Development Committee authorizing a FY 2024-25 General Fund appropriation and any necessary transfers of \$3,000,000 to eleven City Council priority projects.

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

Summary

At the Council meeting on January 23, 2024, the City Council discussed Agenda Item 15.1 - Accept the Fiscal Year 2022-23 Fourth Quarter Budget Status Update, Authorize Budget Amendments, and Make Allocations to General Fund Reserves, which included appropriating \$4,000,000 from the General Fund for Council priority projects to be allocated following discussions by the Council Budget/Finance/Economic Development Committee (Committee).

At its March 29, 2024 meeting, the Committee approved Motion 2024-03-29-0303 recommending that \$1,000,000 of the \$4,000,000 from the FY 2022-23 General Fund balance be appropriated and allocated to the Stockton Shelter Navigation Center, and the balance of \$3,000,000 remaining available to be discussed at a future Committee meeting. City Council subsequently approved the Committee's recommended \$1,000,000 for the Stockton Shelter Navigation Center during its May 21, 2024 meeting (Motion 2024-05-21-1203).

The Committee convened again on May 1, 2024, and June 11, 2024, to consider allocation of the remaining \$3,000,000 General Fund balance available and make recommendations to the full Council. During these meetings, staff provided information on several potential projects identified by the Committee at the March 29, 2024 meeting.

At the June 11, 2024 meeting, the Committee approved Motion 2024-06-11-0302 recommending that the \$3,000,000 from the FY 2022-23 General Fund balance be appropriated as follows, and be presented to the Council for consideration: Grupe Park pickleball courts, \$302,500; Mormon Slough improvements, \$425,000; Lincoln Road/Alexandria clean-up, \$130,000; Formation of Maintenance District for Five Mile Creek, \$100,000; Swenson Park miniature golf, \$433,057; Anderson Park playground, \$300,000; Loch Lomond Park playground, \$300,000; Van Buskirk tennis court lighting replacement, \$185,000; Van Buskirk Park playground replacement, \$375,000; Williams Brotherhood handball court lighting replacement, \$80,000; Oak Park Magpie fencing replacement, \$80,000; Contingency for Council priority projects, \$289,443. The Committee also recommended that to the

extent the \$3 million is not fully expended on the aforementioned projects, the unobligated balance should be put towards restoration of old asphalt and addition of a decorative concrete/brick walkway at the Haggin Museum.

The Committee is recommending that the City Council discuss adopting a resolution to authorize a FY 2024-25 General Fund appropriation of \$3,000,000 to the various projects as itemized in Exhibit 1 to the Resolution.

DISCUSSION

Background

At the Council meeting on January 23, 2024, the City Council discussed Agenda Item 15.1 - Accept the Fiscal Year 2022-23 Fourth Quarter Budget Status Update, Authorize Budget Amendments, and Make Allocations to General Fund Reserves. This item included authorization to earmark \$4,000,000 for Council priority needs with allocation of the funds to be brought back to the full Council after discussion by the Committee. The \$4,000,000 is one-time in nature from unanticipated expenditure savings and revenues, and therefore it should be used for one-time activities.

The Committee met to discuss potential projects on March 29, 2024, May 1, 2024, and June 11, 2024. At the March 29th meeting, Committee approved a motion for City Council to consider allocating \$1,000,000 of the available priority funding to the Stockton Shelter Navigation Center. City Council subsequently approved this allocation at its May 21, 2024 meeting.

Present Situation

The Committee motion from its June 11, 2024 meeting recommends the following allocation of FY 2024-25 General Fund moneys:

1. Anderson Park playground	\$300,000
2. Loch Lomand Park playground	\$300,000
3. Van Buskirk tennis court lighting replacement	\$185,000
4. Van Buskirk Park playground replacement	\$375,000
5. Williams Brotherhood Park handball court lighting replacement	\$80,000
6. Oak Park Magpie fencing replacement	\$80,000
7. Grupe Park pickleball courts	\$302,500
8. Mormon Slough improvements	\$425,000
9. Lincoln Rd/Alexandria clean-up	\$130,000
10. Maintenance District formation for Five Mile Creek	\$100,000
11. Swenson Park miniature golf	\$433,057
Subtotal	\$2,710,557
Contingency	\$289,443
Total	\$3,000,000

FINANCIAL SUMMARY

Following are the budget amendments and transactions needed to complete the recommended actions:

Appropriate \$3,000,000 from the General Fund Balance to the various projects and necessary transfer accounts based on Council allocation. Exhibit 1 to the Resolution details the recommendation from the Committee. A contingency of \$289,443 is available for administrative appropriation to the projects specified as needed, for a total appropriation not to exceed \$3,000,000.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING APPROPRIATION OF \$3,000,000 FROM THE GENERAL FUND TO CITY COUNCIL PRIORITY PROJECTS

City Council adopted the Fiscal Year (FY) 2023-24 Annual Budget on June 20, 2023, following a duly noticed budget study session and a public hearing; and

City Council discussed the FY 2022-23 Fourth Quarter Budget Status Update on January 23, 2024, and allocated \$4,000,000 to Council priority projects; and

The City Council Budget/Finance/Economic Development Committee met on March 29, 2024, to discuss potential uses of the \$4,000,000 and made a recommendation for review by the full City Council to allocate \$1,000,000 to the Stockton Shelter Navigation Center; and

City Council approved the allocation of \$1,000,000 General Fund to the Stockton Shelter Navigation Center on May 21, 2024; and

The City Council Budget/Finance/Economic Development Committee subsequently met on May 1, 2024, and June 11, 2024, to discuss potential uses of the remaining \$3,000,000 and made a recommendation for review by the full City Council; now, therefore,

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

1. Authorize the appropriation and any necessary transfers of \$3,000,000 from the General Fund Balance to the various projects as detailed in Exhibit 1.

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2. 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 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

Budget/Finance/Economic Development Committee Meeting

PROJECT SUMMARY

	Project	Description	Committee Recommendation
1	Playground at Anderson Park	Install a new playground at Anderson Park.	\$ 300,000
2	Playground at Loch Lomond Park	Install a new playground at Loch Lomond Park, replacing a structure that was burned.	300,000
3	Van Buskirk Tennis Court Lighting Replacement	Replace stolen wire, controls, and lights at VB tennis courts.	185,000
4	Van Buskirk Park Playground Replacement	Playground area enhancements.	375,000
5	Williams Brotherhood Park Handball Court Lighting Replacement	Replace stolen wire, controls, and lights at Williams Brotherhood handball courts.	80,000
6	Oak Park Magpie Fencing Replacement	Remove and replace damaged ornamental fencing surrounding picnic area.	80,000
7	Grupe Park Pickleball Courts	Add pickleball courts to Grupe Park.	302,500
8	Mormon Slough Improvements	Extensive sidewalk repairs (excludes Stanislaus St.)	425,000
9	Lincoln Rd/Alexandria Clean-up (Five Mile Creek)	Hyacinth removal on east and west sides.	130,000
10	Maintenance District formation for Five Mile Creek	Proceed with formation of a Maintenance District for Five Mile Creek to provide dedicated funding for future maintenance/repairs.	100,000
11	Miniature Golf at Swenson Park	Funding to support construction of miniature golf course at Swenson Park.	433,057
	Contingency Funds	Contingency funding to support unanticipated increases in the projects listed above.	289,443
	TOTAL		\$ 3,000,000



Authorize Appropriation of \$3 Million General Fund for Council Priority Projects

City Council Meeting

July 9, 2024

Agenda Item 15.8



Background

- At the January 23, 2024 Council meeting, the Council discussed Fiscal Year 2022-23 Fourth Quarter Budget results and General Fund Reserves
- Council action 2024-01-23-1501 approved an appropriation of \$4,000,000 from the General Fund for Council Priority Projects to be guided by the Budget/Finance/Economic Development Council Committee
- The Committee met on March 29, 2024, and approved a motion to recommend City Council allocate \$1 million of the \$4 million to the Stockton Shelter Navigation Center, which the Council subsequently approved on May 21, 2024
- The Committee met in May and June of 2024 to discuss potential uses of the remaining \$3 million, and approved a motion with project funding recommendations for full Council approval on June 11, 2024

Committee Recommendations

Project Name	Committee Recommendation
Playground at Anderson Park	\$300,000
Playground at Loch Lomand Park	\$300,000
Van Buskirk Tennis Court Lighting Replacement	\$185,000
Van Buskirk Park Playground Replacement	\$375,000
Williams Brotherhood Park Handball Court Lighting Replacement	\$80,000
Oak Park Magpie Fencing Replacement	\$80,000
Grupe Park Pickleball Courts	\$302,500
Mormon Slough Improvements	\$425,000
Lincoln Rd/Alexandria Clean-up (Five Mile Creek)	\$130,000
Maintenance District formation for Five Mile Creek	\$100,000
Miniature Golf at Swenson Park	\$433,057
Contingency	\$289,443
TOTAL	\$3,000,000



Recommendation

- Discuss and consider the funding allocations recommended by the Budget/Finance/Economic Development Council Committee
- Authorize a FY 2024-25 appropriation and any necessary transfers for the \$3,000,000 earmarked from the FY 2022-23 General Fund balance



Next Steps

- Tonight's action authorizes adding the budget for the approved projects
- Staff will begin the necessary project planning and procurement processes to implement each project
- Grant-funded projects will continue to take priority over General Fund projects, as grant funds are time-sensitive and subject to expiration and/or penalties



Questions?



City of Stockton

Legislation Text

File #: 24-0357, Version: 1

ADOPTION OF A RESOLUTION APPROVING AMENDMENTS TO THE CITY'S GENERAL PLAN TO ADOPT THE 2023-2031 HOUSING ELEMENT AND REVISE THE SAFETY ELEMENT TO COMPLY WITH STATE LAW

RECOMMENDATION

It is recommended that City Council:

1. Find no further environmental review is required per California Environmental Quality Act (CEQA) Guidelines Section 15183 (Consistency with a Community Plan or General Plan); and
2. Adopt a Resolution amending the Stockton General Plan to approve the 2023-2031 Housing Element and update the Safety Element for consistency with State Law.

It is also recommended that the City Manager be authorized to submit the 2023-2031 Housing Element for state certification and take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Summary

The City is required by California law to update its Housing Element for the next 8-year period (2023-2031) and receive certification approval from the California Department of Housing and Community Development (HCD). HCD's certification is to ensure the City's Housing Element adequately addresses how Stockton will meet its share of the Regional Housing Needs Allocation (RHNA), which was determined to be 12,673 new housing units which is further divided into four income categories of Very Low, Low, Moderate and Above Moderate income levels. Stockton's share represents approximately 24% of the total 52,719 San Joaquin Countywide new housing unit allocation.

The proposed draft City of Stockton 2023-2031 Housing Element (dated April 2024) identifies Goals, Policies and Implementation Actions for meeting and exceeding the forecasted housing needs with an identified capacity of providing for 22,999 new housing units. This draft Housing Element is reflective of a multitude of comments received from the Stockton community, interested stakeholders and HCD over the course of an approximate 18-month time period.

In addition to the Housing Element update, State regulation (Assembly Bill (AB) 747, approved in 2019) requires California cities and counties to update the Safety Element in their General Plan to provide enhanced safety measures for protection from unreasonable risks associated with geologic hazards, flooding, and wildland and urban fires. More specifically, this entails updates or the creation of evacuation routes and their capacity, safety, and viability under various emergency scenarios. This update must be completed in conjunction with the Housing Element Update and repeated every eight years. Further, state regulation (AB 1409, approved in 2021), mandates consideration of "evacuation

locations". This update is included in the proposed General Plan Amendment.

On May 22, 2024, HCD notified the City that the draft Housing Element substantially complies with state housing law and directed the City to seek local (City Council) adoption to authorize filing for State certification. To comply with State law, the City Council must adopt the element and submit to HCD for certification. The State mandated deadline for certification was originally the end of 2023, however, HCD allowed for extension without penalty since the City was proactively seeking the State's review and approval since early 2023. Following HCD's certification, progress on implementation of the Housing Element will be monitored with annual progress reports presented to the Planning Commission and City Council.

On June 13, 2024, the Planning Commission considered and voted (5-0) recommending the City Council adopt the 2023-2031 Housing Element and update to the Safety Element. The City Council is asked to adopt the General Plan Amendment to approve 2023-2031 Housing Element and update to the Safety Element to comply with State of California (State) housing law, and authorize the City Manager to submit the adopted Housing Element to HCD for certification.

DISCUSSION

Background

California cities and counties update their Housing Element every eight years (i.e. cycles) to comply with State regulations, which are overseen by HCD. This is the only element of the General Plan that is subject to State review and certification and is often utilized as an eligibility requirement for State housing and economic development grant opportunities. The City last updated the 2015-2023 Housing Element in 2014 (5th Housing Cycle) and the deadline to adopt the 2023-2031 Housing Element (6th Cycle) was December 31, 2023. The City was informed by State representatives that since the City was actively pursuing the State's approval since early 2023, the City is considered in good standing and will not be penalized.

PlaceWorks and City staff began outreach efforts on the Housing Element in fall of 2022. Since then, there have been numerous meetings on the housing issues facing Stockton, including property owner meetings to discuss opportunity sites for Land Inventory needed to comply with RHNA. The prominent feedback received from outreach meetings and public comment includes:

- Make zoning changes that remove barriers to developing housing,
- Provide adequate housing sites for all income groups, and
- Provide equal access to supportive services (disability, special housing needs, minority groups).

The following is a brief summary of the milestones completed and still remaining to obtain HCD certification:

- October 2022-April 2023: Housing Element outreach.
- April 12, 2023: Start of Public 30-Day Review
- June 6, 2023: Start of HCD 90-Day Review
- September 1, 2023: City Receives HCD Compliance Letter requesting revisions

- December 2023 & January 2024: Revised Housing Element posted to website
- February 6, 2024: Start of HCD 60-Day Review
- May 22, 2024: HCD indicates draft Housing Element complies with State law.
- June 13, 2024: Planning Commission approves recommendation to Council
- July 9, 2024: City Council Adoption Consideration
- July 2024: City Submittal to HCD for Certification

In addition to the Housing Element, State law requires General Plan Safety Elements to be updated after January 2022 to address new changes to State law. The update must identify evacuation routes in Stockton and assess their capacity, safety, and viability for emergencies. Since 2022, discussions occurred with City departments (Fire, Police, Public Works) culminating into public drafts circulated to the public and surrounding agencies involved with emergency planning. The result was to establish a map of existing evacuation routes and hazard zones, review infrastructure capacity, assess risks and vulnerabilities, and identify goals, policies, and implementation programs to reduce risk and vulnerability.

Present Situation

The following summarizes the content and main points for the proposed 2023-2031 Housing Element and revised Safety Element.

Housing Element

Changes made to the draft Housing Element since the Planning Commission's April 27, 2023, study session and HCD's generally compliant determination on April 5, 2024 include:

- Multiple Policy and Program amendments to address clarification on placed-based actions, additional actions for the Housing Action Plan (HAP) and development code, types of resources the City can provide, use of City-owned properties, options for maintaining land to accommodate housing capacity, and commitments to explore special housing topics (i.e., performance requirements, funding options) within the housing cycle.
- Clarification in the background report on farmworker demographics in the region, the City's adopted Local Homeless Action Plan (LHAP), regional trends, updated demographics, and details on the City's development process review times and local housing regulatory requirements.
- The Housing Inventory was updated based on feedback received from the State. This inventory is needed for the City to comply with its fair share of the State-required Regional Housing Needs Allocation (RHNA). The Inventory indicated that overall unit capacity for potential housing sites increased slightly, and there were some decreases in the City's surplus capacity for low- and moderate-income groups based on State denial of some proposed sites. Additional information was provided on approved private projects and city-owned land based on feedback from the State.
- Responses to public comments received in August and December 2023 incorporated into the latest draft Housing Element.

Attachment A (Draft 2023-2031 Housing Element) includes a link to the redline edits made to address HCD and public comments received since December 2023. All working drafts and supportive materials can be viewed and downloaded at the City's website at www.stocktonca.gov/ShapeStockton. A clean copy of the Housing Element is included as Exhibit 1 of the Proposed Resolution.

Safety Element

AB 747 and AB 1409 aim to ensure that local agencies adequately address the need for sufficient evacuation routes during a full-scale emergency. While Stockton does not have the same risks as other areas of the State or Nation (e.g., fire, tornados), it is not immune from major disasters. The three largest risks to the community are:

- Issue #1: Risk from Flooding (existing and due to climate change)
- Issue #2: Risk from Dam Inundation
- Issue #3: Severe heat (individual health risk and fire)

An analysis of evacuation scenarios was prepared to address the potential occurrence of major disasters and offers best-practice response and evacuation plans for residents, community members, and City staff (see Attachment B Safety Element Background Report). The objective is to create customized evacuation plans for three disaster scenarios. While flood, fire risks, and dam inundation remained the same, the vulnerability assessment identified climate-related risks and hazards such as drought, extreme heat, and severe weather. Based on the analysis findings, the following revisions to the General Plan's goals and policies are proposed. The actions will not alter existing emergency plans but are meant to guide future decisions when planning for land use and infrastructure.

- POLICY SAF-2.2: Enhance the effectiveness of evacuations in Stockton.
- Action SAF-2.2A: Require new development to provide adequate access for emergency vehicles and evacuation routes, including by designing roadway systems to provide multiple escape routes in the event of flooding or other emergencies.
- Action SAF-2.2B: Regularly review the City's evacuation maps and update as necessary.
- Action SAF-2.2C: Regularly share the City's evacuation maps with the public and property owners within flood zones.
- Action SAF-2.2D: Coordinate with transit and service providers to identify and advertise ways to evacuate in the event of a flood or other emergency for individuals with restricted mobility or those who may need additional assistance.
- Action SAF-2.2E: In partnership with the San Joaquin Council of Governments and other local agencies, retrofit potential evacuation routes to protect them against floodwaters and other emergencies, and ensure that they can provide viable paths out of Stockton.
- Action SAF-2.2F: Conduct door-to-door evacuation notifications in areas with limited access to reliable communication, particularly in frontline communities or those that may need the greatest advanced notification.

- Action SAF-2.2G: To the extent feasible in emergency conditions, phase evacuations to minimize roadway constraints and to allow all residents sufficient time to leave.

Attachment C (Draft Amended Safety Element) includes redlines to the existing Safety Element adopted in 2018, while a clean copy of the Safety Element is included as Exhibit 2 of the Proposed Resolution.

STAFF ANALYSIS

The City Council is asked to consider amendments to the General Plan for adoption of the 2023-2031 Housing Element and update to the Safety Element based on the following analysis.

State and Local Compliance

Housing Element

As indicated in the HCD Letter dated May 22, 2024, the State found the City's Draft 2023-2031 Housing Element generally in compliance with State housing law requirements (Attachment D - HCD Letter). In addition, the Housing Element does not conflict with any other General Plan Element or regulatory document. To fully comply with State Law, the City Council must adopt the Housing Element and submit to the State for Certification. Once Certified, the City will monitor action programs annually as required by law. Changes to supportive documents (i.e., Development Code, Housing Action Plans) will be completed after adoption of the Housing Element.

Safety Element

While the Safety Element is not approved by the State like the Housing Element, the proposed revision to the Safety Element has been reviewed by various departments and agencies and is found to be in compliance with the City's General Plan, the County's Local Hazard Mitigation Plan (LHMP), the City's Emergency Preparedness Plan, and with applicable State laws including the guidance issued by the Governor's Office of Planning and Research (OPR) and California Governor's Office of Emergency Services (CalOES).

Public Outreach

Between Fall 2022 and Spring 2023, as part of the overall Shape Stockton effort, City staff sent mailed notices to property owners, published dozens of notices to the Record, sent dozens of updates via e-mail blasts, hosted over fifteen (15) workshops, conducted dozens of interviews, and held numerous meetings with residents and stakeholders. Specifically for the Housing Element, those workshops include:

- September 14, 2022: Land Inventory Public Workshop #1
- October 19, 2022: Housing Element/Housing Action Plan Kick-Off Meeting
- February 28, 2023: Land Inventory Public Workshop #2
- April 10, 2023: Housing Element Public Workshop #2
- April 27, 2023: Planning Commission Housing Element Working-Session

The Housing Element workshops were intended to introduce the Housing Element Update project, encourage feedback on potential sites and issues, provide a draft document for comment, and provide responses and edits to address those comments received. The draft 6th Cycle (2023-2031) Housing Element was circulated to residents, stakeholders, and City departments for comments in April, August, and December 2023, and again in February and April 2024. Based on feedback in 2023 and 2024, the final Draft Housing Element was revised and submitted to HCD on April 29, 2024.

In addition, given that this effort requires a General Plan Amendment, the Project was circulated to State and regional tribal representatives in accordance with Senate Bill 18 (2004) with no additional mitigation measures proposed by the groups contacted. As required by State law, the draft Safety Element was circulated to the Central Valley Flood Protection Board, San Joaquin County Flood Control, and Water Conservation District, with no comments submitted as of writing this report.

Environmental Analysis

No further environmental review is required under CEQA for General Plan amendments pursuant to Section 15183 (consistency with the development density established by existing zoning, community plan, or general). Changes to Housing and Safety Elements are required by State law and provide additional information to reaffirm and clarify objectives, but do not alter land use designations, zoning, or development intensity, or result in an indirect or direct physical change to the environment. Therefore, the changes are consistent with the General Plan and General Plan Environmental Impact Report (EIR) provided under Section 15183, and no further environmental review is required.

Planning Commission

On June 13, 2024, the Planning Commission voted 5-0 (two members absent) recommending the City Council adopt the 2023-2031 Housing Element and update to the Safety Element (see Attachment E - Planning Commission Approved Resolution).

Public Notice

Notice for the City Council public hearing for this request was published in *The Record* on June 27, 2024. Copies of the notices were sent to all stakeholders and interested residents from the Shape Stockton contact group, which consists of over 500 individuals. As of the publication of this report, no written comments have been received.

FINANCIAL SUMMARY

While there is no financial impact on the City for the adoption, a certified Housing Element allows the City to submit for funding related to housing. Most of the funds for consultant time was reimbursed by the Local Early Action Planning (LEAP) grants given to the City from the state in 2022.

Attachment A - Draft 2023-2031 Housing Element (Redline)
Attachment B - Draft Safety Element Background Report
Attachment C - Draft Amended Safety Element (Redline)
Attachment D - HCD Compliance Letter
Attachment E - Planning Commission Approved Resolution

The Housing Element can be downloaded on the ShapeStockton/Housing and Safety Element website at https://www.stocktonca.gov/business/planning___engineering/housing_element.php

City of Stockton 2023-2031 Housing Element



Subsequent Draft, April 2024

SAFETY

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DRAFT

1 OVERVIEW

1.1 PURPOSE AND CONTENT

The Hazard Protection section of the Stockton Safety Element is one of the state-mandated general plan elements and must identify potential natural and human-created hazards that could affect Stockton's residents, businesses, and services. The purpose of the Safety Element is to establish a framework that anticipates these hazards and prepares the community to minimize exposure to these risks.

The Safety Element conveys the City's goals, policies, and actions to minimize the hazardous situations and protect and improve public health in and around Stockton. It identifies the natural and human-caused hazards that affect existing and future development, describes present and expected future conditions, and sets policies and standards for improved public safety. This includes efforts to minimize physical harm to the buildings and infrastructure in and around Stockton to reduce damage to local economic systems, community services, and ecosystems.

Some degree of risk is inevitable because the potential for many disasters cannot be eliminated completely, and the ability to predict such disasters is limited. However, the Safety Element aims to reduce this risk by:

- Developing a framework by which safety considerations are introduced into the land use planning process.
- Establishing a policy framework for periodic updates of the hazard mitigation plan.
- Facilitating the identification and mitigation of hazards for new development, and strengthening existing codes, project review, and permitting processes.
- Presenting policies directed at identifying and reducing hazards in existing developed areas.
- Strengthening preparedness planning and postdisaster reconstruction policies for earthquake, flood, dam inundation, wildland fire, and other relevant hazards.
- Identifying how natural and climate-related hazards are likely to increase in frequency and intensity in the future and providing policies to increase community resilience through preparedness and adaptation.

The Safety Element addresses the topic of public health and safety following state requirements in Section 65302(g) of the California Government Code. State law requires that the Safety Element contain background information and policies to address multiple natural hazards, analyze the vulnerabilities from climate change and contain policies to improve climate change resilience, and assess residential areas with evacuation constraints. The public safety issues in Stockton include public safety, seismic and geologic hazards, flood and inundation hazards, hazardous materials, drought, fire, and climate change hazards including ecosystem pests, extreme heat, and severe weather. The Safety Element identifies goals and policies for each of these hazards.

1.2 RELATIONSHIP TO OTHER DOCUMENTS

The Stockton Safety Element is one of several plans that address community public safety and related topics. These other plans include other General Plan elements, the 2022 San Joaquin County Emergency Operations Plan, and various local regulations. The Safety Element should be consistent with these other elements and plans to minimize conflicts between documents and ensure that the City has a unified strategy to address public safety issues. The Safety Element incorporates information, technical analyses, and policies from these other documents where appropriate to help support this consistency.

1.2.4 General Plan Elements

The City Council adopted the Envision Stockton 2040 General Plan in 2018. Its six chapters are:

- Introduction
- Planning Framework
- Land Use (containing the Land Use, Open Space, and Conservation Elements)
- Transportation (containing the Circulation and Land Use Elements)
- Safety (containing the Safety and Noise Elements)
- Community Health (containing the Land Use, Environmental Justice, Conservation, and Air Quality Elements)

The Safety Element provides policy direction and identifies safety improvements that complement the intent and policies of other General Plan elements. Crucial

relationships exist between the Safety Element and the other General Plan elements. How land uses are determined in areas prone to natural hazards, what regulations limit development in these areas, and how hazards are mitigated for existing development, are among the issues that tie the elements together.

Environmental justice concerns discussed in the Community Health chapter may exacerbate residents' vulnerability to environmental hazards. The Open Space and Conservation Elements in the Land Use chapter are closely tied to the Safety Element. Floodplains, for example, are not only hazard areas, but often serve as sensitive habitat for threatened or endangered species or provide recreation or passive open space opportunities for residents and visitors. Therefore, flood and inundation policies balance the need to protect public health and safety with the need to protect habitat and open space. Community Health and Safety chapters policies, especially those concerning evacuation routes and critical facilities, must also be consistent with those of the Transportation chapter. This Safety Element is consistent with the other elements of the Stockton General Plan.

1.2.5 San Joaquin County Emergency Operations Plan

The EOP describes the planned response to extraordinary emergency situations associated with natural disasters, technological (human-caused) emergencies, and war emergency operations in or affecting San Joaquin County. The EOP establishes an emergency management structure that coordinates and supports on-scene responses, including maintenance of situational awareness, facilitation of effective communication between operations centers at various levels of government, continuity of government, and interaction with public information sources; establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes at the county and city levels; and provides a flexible platform for planning and response to all hazards, incidents, events, and emergencies believed to be important to the operational area. It is applicable to a wide variety of anticipated events, including floods, droughts, earthquakes, and public health issues.

1.3 COMMUNITY PROFILE

Founded in 1849 and incorporated in 1850, the City of Stockton is one of the oldest incorporated cities in California and the current seat of San Joaquin County. In 1922, Stockton city voters approved a city charter (municipal constitution) with a city council–manager form of government that is still being used today. With a population of approximately 322,489, Stockton is one of the largest cities in the Central Valley. It is in Northern California, south of Sacramento and north of Modesto; surrounded by farmland; and along Interstate 5, State Route 99, and State Route 4. It is connected to San Francisco Bay by the San Joaquin River, and is, with Sacramento, one of the state's two inland seaports. The Stockton Municipal Airport, just south of the city limit, provides commercial passenger service to limited destinations, along with air cargo service and other operations.

Historically, Stockton's major economic endeavors have revolved around agriculture and shipping, including ship building. Stockton's unique position as an inland seaport adjacent to agricultural land continues to influence the local economy. Today, major economic drivers include the construction, manufacturing, and engineering industries; e-commerce and logistics; education services; food processing; and healthcare services. Major employers include the Stockton Unified School District, St. Joseph's Medical Center, Amazon, the City of Stockton, and San Joaquin County.

In and around Stockton are thousands of miles of waterways and rivers that make up the California Delta. Local climate is generally characterized by warm, dry summers and mild winters. The historical average high temperature is 74.2°F, and the historical average low is 47.3°F. The city receives an average of 14.5 inches of rain per year.¹

Stockton's long history is marked by periods of systemic economic and racial discrimination. South Stockton was redlined by the Home Owners Loan Corporation in the 1930s, discouraging lenders from offering loans in the area. The Federal Housing Administration (FHA) and the Veteran's Administration used the HOLC maps for underwriting, meaning residents of redlined communities could not benefit from federal mortgage subsidies the way white homebuyers and businesses could. This policy

reinforced segregation and led to disinvestment in redlined neighborhoods. Historical redlining has been shown to correlate closely with the present-day environmental quality and injustices in Stockton. Therefore, it is not surprising that historically redlined communities in Stockton also have higher social vulnerability than other neighborhoods in the city.²

1.3 CLIMATE CHANGE VULNERABILITY

Changes to the global climate system are expected to affect future occurrences of natural hazards in and around Stockton. Many hazards are projected to become more frequent and intense in coming years and decades, and in some cases, these changes have already begun. Key effects of climate change that affect Stockton include increasing temperatures, changes in precipitation, and sea level rise. Overall, precipitation levels are expected to increase slightly; however, there are likely to be more years of extreme precipitation events and droughts that last longer and are more severe.

Both droughts and floods are expected to become more frequent and intense. Although Stockton is likely to experience only a slight increase in overall annual precipitation levels from climate change, rainfall is expected to fall in fewer, extreme precipitation events.

Drought conditions will likely strain the water supplies obtained from the Stockton East Water District, causing the water shortage contingency plan and demand-reduction actions to go into effect more frequently. Droughts also cause soil to dry out and condense, meaning that when precipitation does return, water will be more likely to run off the surface rather than being absorbed into the ground, which can lead to floods.

High intensity and potentially catastrophic flooding is expected to occur more frequently in Stockton as a result of heavy rain events, which may overwhelm stormwater systems, flood the San Joaquin and Calaveras Rivers, and contribute to levee failure. Sea level rise will further exacerbate the risk of levee failure and flooding.

Sea level rise is a gradual process, taking place over years or decades. Because Stockton is not immediately on the coast, it is not affected by sea level rise as directly as a coastal community might be, and there is uncertainty regarding which parts of the city will be most affected by

What is vulnerability?

Vulnerability is the degree to which natural, built, and human systems are susceptible to harm from exposure to stresses associated with environmental and social change and from the absence of a capacity to adapt.

Source: California Governor's Office of Emergency Services. 2020. California Adaptation Planning Guide. <https://www.caloes.ca.gov/climate>.

sea level rise. However, sea level rise will cause water levels in the San Joaquin River Delta to rise, increasing the risk of flooding and threatening the integrity of the region's levees. Saltwater intrusion due to sea level rise can also harm local ecosystems and agricultural production and increase the salinity levels of local groundwater supplies.

Severe weather events, such as lightning, hail, heavy rainfall, and high winds, may become more frequent and intense due to climate change. Climate change is expected to cause an increase in intense rainfall, which is usually associated with strong storm systems. Heavy rainfall may also contribute to an increased risk of inland flooding. Though landslide risk in Stockton is generally low, severe weather could exacerbate this risk.

Warmer temperatures are projected to cause an increase in extreme heat events. The number of extreme heat days—defined in Stockton as a day when the high temperature is at least 102.3°F—is expected to rise from a historical annual average of 4 days per year to 23 days per year by the middle of the century (2035 to 2064), and to an average of 44 days per year by the end of the century (2070 to 2099). In addition, Stockton is expected to see an increase in the number of warm nights—defined in Stockton as a night when the minimum temperatures stay above 66°F—from a historical annual average of 4 nights per year to 27 nights per year by the middle of the century (2035 to 2064), and to an average of 66 nights per year by the end of the century (2070 to 2099). Extreme heat and warm nights pose a significant human health risk, especially to senior citizens, outdoor workers, and persons who do not have access to adequate cooling, including people experiencing homelessness. Some buildings and infrastructure systems may be damaged by very high

temperatures, constraining their ability to meet community needs.

Hotter, drier weather because of climate change is expected to lead to an increase in wildfires across Northern California. Wildfire risk in Stockton is generally low. However, air quality in the city could be negatively impacted by smoke from wildfires burning in other parts of the state.

Climate change can increase the rates of infection and pest infestation for plants and animals because many of the pests that spread diseases are more active during warmer weather. There are a number of diseases that are linked to climate change and can be harmful to the health of Stockton community members, such as hantavirus pulmonary syndrome, Lyme disease, West Nile fever, and Valley Fever. Many of these diseases are carried by mice and rats, ticks, mosquitos, and other pests. Weeds, insects, and diseases such as bark beetles and Sudden Oak Death can impact local agricultural operations and ecosystems. Warmer temperatures earlier in the spring and later in the winter can cause these animals to be active for longer periods, increasing the time that diseases can be transmitted.

1.4.4 Vulnerability Assessment Results

Under California law, the Safety Element is required to include a vulnerability assessment that looks at how people, buildings, infrastructure, and other key community assets may be affected by climate change. The City conducted a Climate Change Vulnerability Assessment in the winter of 2023 to analyze Stockton's susceptibility to climate-related hazards. Stockton's vulnerability assessment, prepared in accordance with the most recent available guidance in the *California Adaptation Planning Guide*, assesses how nine climate-related hazards (agricultural and ecosystem pests, drought, extreme heat and warm nights, human health hazards, inland flooding, landslides, sea level rise, severe weather, and wildfire and smoke) may affect 62 different population groups and community assets.

Each population or asset received a score of V1 (minimal vulnerability) to V5 (severe vulnerability) for each climate-related hazard. The Climate Change Vulnerability Assessment indicates that Stockton's populations and assets are most vulnerable to inland flooding and sea level rise, followed by extreme heat, severe weather, wildfire and

smoke, and human health hazards. The most vulnerable communities include low-resourced people of color, outdoor workers, and individuals experiencing homelessness, all of whom are highly vulnerable to extreme heat, human health hazards, inland flooding, sea level rise, severe weather, and poor air quality due to wildfire. Additional highly vulnerable populations include households in poverty; immigrant communities; persons with chronic illnesses or disabilities; people without access to lifelines such as private vehicles, internet, and phone service; seniors; seniors living alone; and unemployed persons.

Citywide, energy delivery is vulnerable to multiple hazards, including severe weather and flooding that can damage or down power lines or flood or undermine substations. It is also vulnerable extreme heat, which reduces the transmission capacity and strains the system, ultimately disrupting energy service. Extreme heat can also lead to power outages by causing mechanical failure of grid equipment, heat damage to power lines, and creating a high demand for electricity to power air conditioners, all of which place stress on the network and lead to rolling blackouts.

Public safety power shutoff (PSPS) events or interruptions in energy service due to extreme heat can create vulnerabilities for Stockton community members. A loss of electricity can cause a loss of refrigeration for food and medical supplies; limit cooking; and cause loss of cooling (particularly dangerous during extreme heat events), lighting, and limited or no access to the Internet or other information systems. Many businesses are forced to close during a power outage, causing economic hardships and depriving community members of important services, such as grocery stores, gas stations, and banks/ATMs. Power outages may also be harmful to people who depend on electrically powered medical devices.

The combined effects of flooding and sea level rise could cause significant damage and disruption to the majority of the city's infrastructural systems, structures, economic drivers, and community services. Transportation infrastructure, including bridges, roads, and railways, are all vulnerable to flood damage. SR-4 from Stockton west to Contra Costa County plays an important role in economic development, daily commutes, shipping for agricultural products and other goods, and evacuation

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from the San Joaquin Delta in the event of flooding. This route runs through the 100-year floodplain and crosses areas that are projected to be flooded under one foot of sea level rise (plus storm) scenarios. It is important to reduce flood risk along this roadway because it serves a rural area with few alternative routes.³ Impacts to the transit system are a major concern for the South Stockton neighborhood, which has a disproportionately high percentage of transportation-disadvantaged communities.* Several bus stops in downtown Stockton are within the 100-year floodplain, and the vast majority of bus stops surrounding transit-dependent census tracts in the Hammer Triangle area and the Harrell Park area are within the 500-year floodplain.⁴

Rail lines can be damaged by intermittent flooding. High water levels, particularly fast-moving flows, can damage railroad bridges and rail lines. These impacts cause increased wear and tear on infrastructure, increasing maintenance costs and disruptions during construction and repair activities.⁵ When flood water rises above the rails, trains must reduce their speed to prevent damage to the train, slowing the movement of goods and people. The Union Pacific Railroad Stockton Railyard is immediately surrounded by a 500-year floodplain. The BNSF Intermodal Railyard is in the 100-year floodplain. Flooding of these areas could cause widespread economic impacts and subject nearby communities to health risks associated with exposure to hazardous materials.⁶

Ports, including the Port of Stockton, are particularly vulnerable to flooding because they depend on the waterfront and have limited ability to relocate. While the Port generally has 100-year flood protection, some of its access roads do not. Most terminals of the Port of Stockton are projected to be exposed to flooding by midcentury, and the entire port is projected to be exposed by end of century.⁷ Flooding at the Port of Stockton could interrupt the Port's operations, with potentially significant regional economic impacts.

Much of the Delta's energy industry may be exposed to flooding in the future, with the greatest number of exposed assets in San Joaquin County. Energy infrastructure has a

high sensitivity to flooding. Associated facilities are typically complex, with many electrical and mechanical components that are susceptible to flood damage. Energy facilities also rely on a network of at- or below-grade pipelines and transmission lines to distribute natural gas and power throughout the region. Large floods may cause scouring or removal of sediment around pipelines, creating support issues or damage. Submergence of pipes can also cause them to float or become displaced due to buoyancy effects. Depending on the materials, exposure to saltwater flooding may corrode transmission pipes, requiring replacement before the end of the project's design life and/or impediments to access for maintenance and inspections.⁸

The City's water and wastewater treatment infrastructure are also vulnerable to flooding and sea level rise. Water pipes, wells, and water intake and treatment infrastructure systems could be inundated by flood waters and sea level rise. Wastewater treatment plants (WWTP) contain numerous treatment basins that may be overwhelmed during a flood, resulting in sewage overflows. Damage to WWTPs could cause backup and overflows of untreated sewage into adjacent neighborhoods and waterways, which could cause serious public health and environmental impacts.⁹ Long-term sea level rise can exacerbate wet weather flows into WWTPs.

Sea level rise is expected to place stress on the operation of the State Water Project and Central Valley Project and the ability of these projects to continue to meet water quality requirements in the Delta. Salinity intrusion into the Delta and San Joaquin Valley Groundwater Basin is exacerbated by both sea level rise and drought.¹⁰ Water treatment plants can be corroded and damaged by salt water, preventing the plants from functioning as needed.

Sea level rise and changes in hydrological patterns in Delta watersheds will place greater stress on the Delta's flood management infrastructure, such as Delta levees and upstream reservoirs. Most of the Delta's flood management infrastructure are designed to operate under historical sea level and hydrologic conditions that do not consider potential future climate change. Changing

* The U.S. Department of Transportation identifies transportation-disadvantaged communities as places where residents spend more and take longer to get where they need to go. Indicators considered when determining a community's degree of transportation disadvantage include the percentage of the population that does not have access to a vehicle, commute length, walkability, and transportation costs as a percentage of household income.

climate conditions will place greater stress on the flood management system in the future.¹¹ Levees may be overtopped or damaged by rising sea levels, reducing their flood protection benefits. Damage to Stockton's key infrastructure systems could have significant impacts on the economy, provision of basic services, and public health and safety. Floodwaters and sea level rise can also damage homes, schools, medical buildings, and businesses.

Though Stockton is most vulnerable to extreme heat, flooding, and sea level rise, other hazards may also damage buildings and infrastructure, interrupt community services and economic activity, threaten public health and well-being, and harm ecosystems. These include increases in agricultural and ecosystem pests, drought, human health hazards, landslides (in limited areas), severe weather, and wildfire and smoke events. Agricultural and ecosystem pests may make plant communities more vulnerable to the effects of other climate stressors such as drought and may impact the operations of the local food processing industry. Drought may harm local ecosystems and the communities and industries that depend on them, as well as facilitate saltwater intrusion and declines in local water quality. Overall landslide risk in the city is low, but landslides may damage buildings and roads in select areas (see Figure 3). Stockton is most likely to experience the effects of wildfire through increased exposure to wildfire smoke, which poses a threat to public health. Outdoor workers, those with chronic health conditions, those experiencing homelessness, and those lacking access to adequate air filtration systems are most vulnerable to the impacts of wildfire smoke.

The Safety Element includes goals, policies, and implementation actions to increase community resilience and help lower vulnerability scores, particularly for the populations and assets that received a score of V4 or V5 in the Vulnerability Assessment. A full list of the Vulnerability Assessment results is in **Appendix A**.

2 PUBLIC SAFETY ISSUES

This section outlines the existing and likely future hazardous conditions and other public safety issues in Stockton and the policy responses to these issues. The public safety issues include:

- Public safety
- Seismic and geologic hazards
- Flood and inundation hazards
- Hazardous materials
- Drought
- Fire Hazards
- Agricultural and ecosystem pests
- Extreme heat
- Severe weather

This section provides details about the locations each hazard or issue is likely, past notable events in and around Stockton, agencies responsible for providing protection from these public safety issues, and other background information required by the State of California Government Code Section 65302(g)(4).

The results of the Vulnerability Assessment are integrated into the hazards and other public safety issues previously mentioned.

2.1 PUBLIC SAFETY

2.1.4 Public Safety Services

The Stockton Police Department (SPD) and Fire Department (SFD) provide essential services to keep the community safe.

2.1.4.1 Stockton Police Department

Stockton has one police station within the city limits, with two additional stations in the city's sphere of influence, and provides 1.5 sworn officers per 1,000 residents.

The SPD provides service to a 65-square-mile area and is organized into two bureaus: the Operations Bureau, which includes the Field Operations, Special Operations, Investigations Divisions; and the Logistics Bureau, which includes the Technical Services and Administrative Services Divisions. These divisions provide patrol, investigation, law enforcement, apprehension, and community programs in Stockton. Other special programs in the SPD include Special Weapons and Tactics Team (SWAT), Crisis Negotiations Team, Community Response Teams (CRT), Explosive Ordnance Disposal (EOD) Team, Mobile Field

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Force, and Canine Unit. The animal service section is included as part of the Administrative Services Division, which provides contracted shelter services to San Joaquin County.

The SPD maintains an average response time of five minutes or less for priority one calls (where a threat to persons may exist).

2.1.4.2 Stockton Fire Department

Stockton contains 13 fire stations throughout the city, with 1.23 sworn firefighters per 1,000 residents. The SFD mission is centered on providing emergency and nonemergency services through public education, prevention, and suppression and rescue activities. Fire prevention and response services include fire suppression, code enforcement, fire safety education, fire investigation, and special services such as plan checking and fire code operation permits. The SFD is an all-hazard fire department, capable of mitigating all types of both human-made and natural disasters. As such, the SFD contains the following specialized teams:

- **Hazardous Materials Team:** A California Office of Emergency Services Type II Hazardous Materials Team staffed with seven personnel daily, trained to the Hazardous Materials Technician and Specialist level.
- **Water Rescue Team:** Staffed by a team of four personnel daily, the water rescue team is capable of both surface and subsurface water rescues, helping to protect over 1,000 miles of waterways surrounding the city. The team has specialty apparatus including personal watercraft, inflatable boats, and a water rescue vehicle.
- **Urban Search and Rescue (USAR) Team:** Staffed by a team of seven personnel daily, the USAR Team is trained in rope rescue, confined space rescue, trench rescue, and building collapse. The team utilizes specialty apparatus including a Type I heavy rescue and a California Office of Emergency Services rescue trailer.

The SFD maintains mutual aid agreements with the Lincoln, Tuxedo-Country Club, Boggs Tract, and Eastside Fire Districts and formal reciprocal agreements with the Woodbridge Fire Protection District, City of Lodi Fire Department, and Cosumnes Fire Department in Elk Grove.

The City and San Joaquin County coordinate response in emergency situations.

The SFD also supports the Community Emergency Response Team (CERT), which provides training to residents and members of the business community to increase disaster awareness and emergency response capacity.

The first arriving engine company typically arrives at the incident scene within 240 seconds. For low-rise structures, deployment of an initial full alarm assignment occurs within 480 seconds. For high-rise structures, deployment of an initial full alarm assignment occurs within 610 seconds.

2.1.5 Funding for Public Safety

Measure W was approved by voters November 2, 2004. It was originally adopted by Ordinance 038-04 C.S. and is codified in Section 3.52 of the Stockton Municipal Code, Funding for Police and Fire Protection. The ordinance provides for a ¼-cent transaction and use tax, a tax dedicated to providing for police and fire personnel and services. The ordinance calls for Program Guidelines, which were developed and adopted by the City Council on August 4, 2004. The Program Guidelines prescribe two methods of ensuring that tax monies are used as specified by the ordinance—an independent audit and a citizen's committee. Measure W provides funding for 23 suppression positions in the SFD.

2.1.6 Emergency Response

The City maintains an EOP that addresses the City's planned response to natural disasters and public health emergencies. The plan is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly between the City of Stockton and its jurisdictions, including special districts, utilities, major businesses, and other government agencies.

The Stockton Municipal Code, Chapter 2.82, Emergency Organization and Functions, establishes that the City Manager is delegated to act as the Director of Emergency Services. In this role, the City Manager is authorized to manage the emergency events of the city, as well as to develop, modify, and take other actions as may be necessary to maintain and implement the City's emergency response.

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When emergency conditions exceed or have the potential to exceed local resources and capabilities, the City may request, through the County, that the governor proclaim a state of emergency.

2.1.7 Community Warning Systems

San Joaquin County has partnered with Everbridge, a public warning platform, to implement SJREADY, a community notification system to alert residents about emergency events and other important public safety information. This system allows San Joaquin County to provide residents with critical information quickly in a variety of situations, such as severe weather, unexpected road closures, and evacuations of neighborhoods and buildings.

Other emergency alert systems include notifications through broadcasters, cable television systems, and digital audio services, among others. These systems may be used by state and local authorities in cooperation with the broadcast community to deliver important emergency information, such as weather information, imminent threats, AMBER alerts, and local incident information targeted to specific areas. San Joaquin Office of Emergency Services has historically used this system to provide real-time information to citizens about evacuations, flood dangers, and other emergencies in our county.

2.1.3 Emergency Evacuation

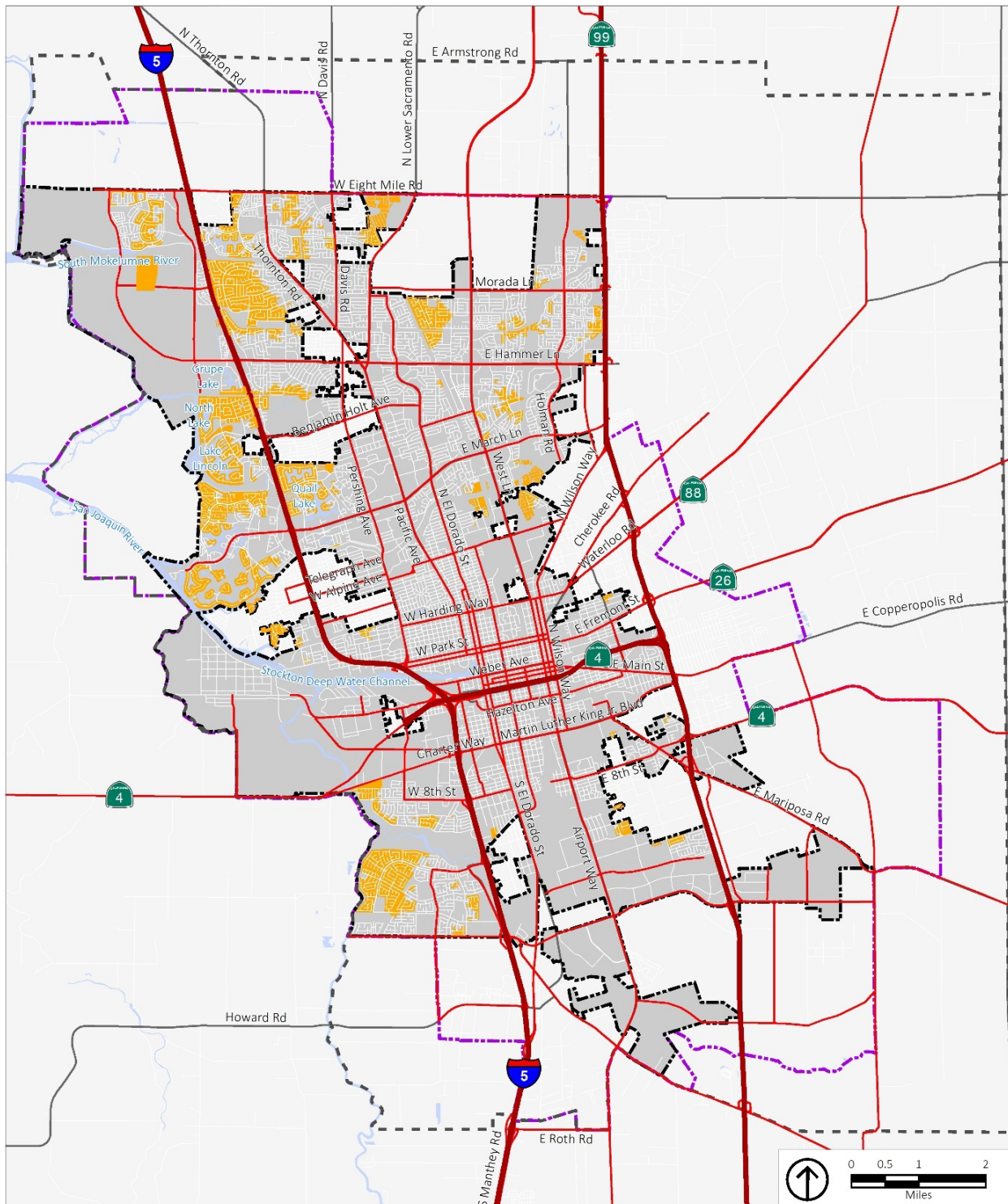
With advanced warning, evacuation can be effective in reducing injury and loss of life during a catastrophic event. The San Joaquin County Office of Emergency Services has prepared an evacuation plan for response to flooding due to failure of a levee or dike. The evacuation plan includes routes for people evacuating by car; rally points for people needing assistance evacuating; and instructions for evacuation and safety during a flood.

Figure 1 shows major evacuation routes in Stockton. The city has numerous roadways that may be called upon for evacuation in the event of an emergency. Major evacuation routes include SR-4, SR-26, SR-88, I-5, Airport Way, S El Dorado Street, W 8th Avenue, E Mariposa Road, Charter Way, Martin Luther King Jr Blvd, Hazelton Ave, E Main St, Weber Ave, W Park St, E Fremont St, Waterloo Blvd, W Harding Way, Cherokee Rd, N El Dorado St, Pacific Ave, Telegraph Ave, W Alpine Ave, Pershing Ave, Pacific Ave, N El Dorado St, E March Ln, N Wilson Way,

Holman Rd, E Hammer Ln, Morada Ln, Davis Rd, Thornton Rd, and W Eight Mile Rd. If there is a need for an evacuation, emergency responders will direct community members to the suitable evacuation routes given the specific needs and characteristics of the emergency.

Figure 1 also shows residential parcels with evacuation constraints, as required by Senate Bill 99, meaning that they are at least a half mile from a major roadway and may have access to only one emergency evacuation route. The lack of multiple emergency access points limits roadway access for these properties, which may create difficulties if there is a need to evacuate. Clusters of evacuation-constrained parcels are located throughout the city. Large clusters occur along the western edge of the city, especially in areas west of I-5 and north of Hammer Ln.

Figure 1 Evacuation Routes and Residential Parcels with Evacuation Constraints



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019

- General Plan Planning Area
- City Limit
- Sphere of Influence
- Residential Parcel with Potential Evacuation Constraints
- Possible Evacuation Route - Freeway
- Possible Evacuation Route - Surface Street

2.1.4 Evacuation Constraints Analysis

As a part of the work to prepare the Safety Element, the City has identified the level of evacuation constraints in different parts of Stockton under four different emergency scenarios:

- A major flood, inundating both the 100-year and 500-year flood plains and resulting in city-wide levee failures.
- Areas at risk of inundation from sea level rise by 2050.
- Areas at risk of inundation from sea level rise by 2085.
- Areas in the inundation zone of one or more dams.

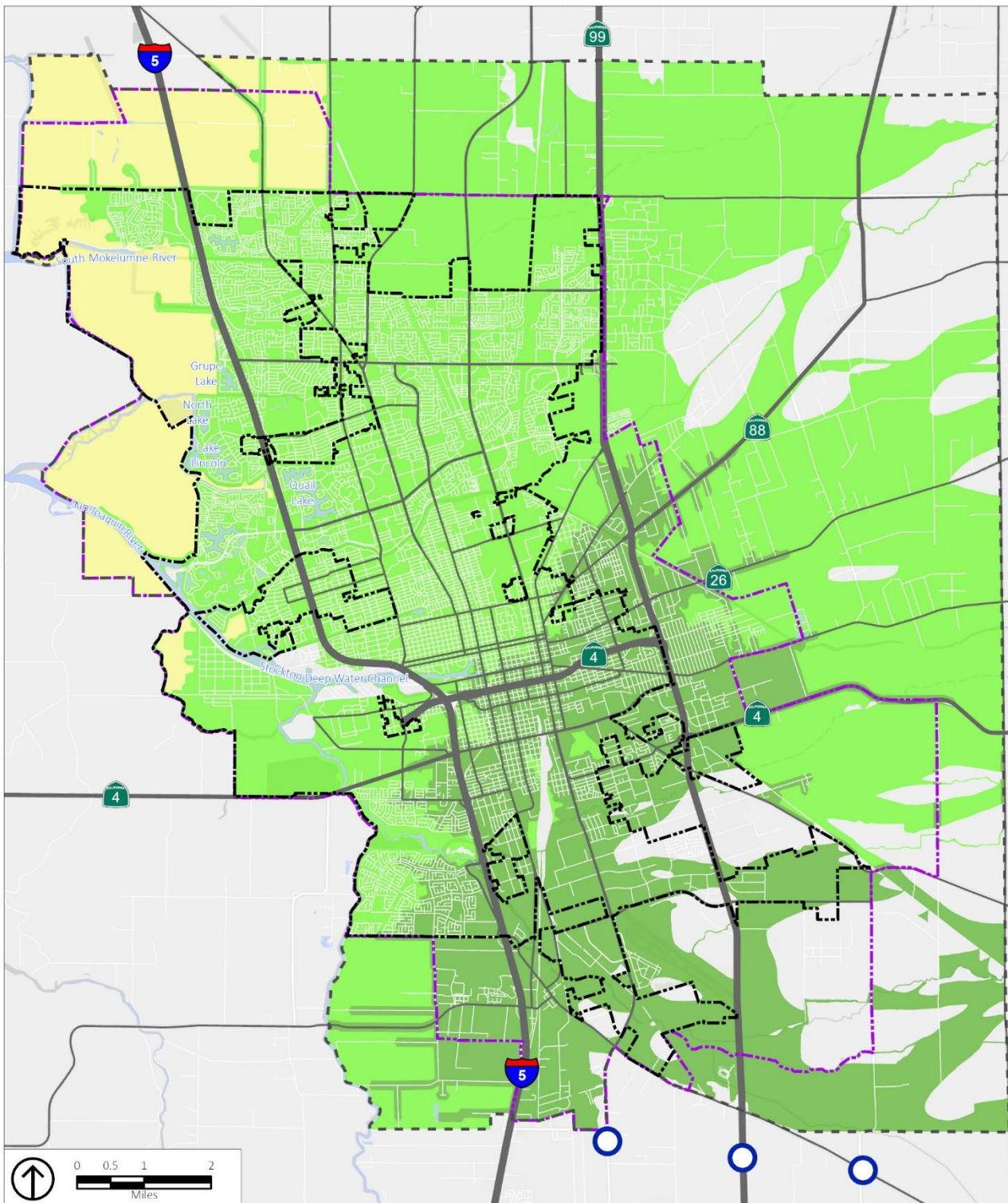
The City has modeled potential evacuation times under these four scenarios. There are two sets of modeling results for each of the four scenarios. The first set assumes that all evacuees will be able to travel at the maximum speed limit along local roads and highways. The second set assumes that all evacuees will be limited to a top speed of 5 miles per hour due to roadway constraints. Evacuees may be able to travel at the maximum speed limit in some instances, especially in the case of smaller evacuations or those that have enough advance warning to adequately phase the evacuations. In a mass, sudden evacuation, lower speeds are more likely.

This modeling uses a geographic information system (GIS) software to model travel times between residential areas in the affected hazard zones and points called “evacuation gateways”. These are access points out of Stockton, both highways and surface streets, that would not be blocked by the hazard event (including being blocked outside of Stockton’s borders, before evacuees could reach another community). These gateways are not ultimate destinations to which evacuees are traveling, but are points along roadways where they can safely consider themselves evacuated from Stockton once they have reached this point. The more widespread the hazard, the more potential evacuation gateways are blocked, forcing evacuees to use a smaller number of gateways, creating additional constraints. This modeling assumes a single car per evacuating residential property. The modeling also assumes some additional residential development in areas that are currently used for agriculture or open space, and includes modeling of unincorporated areas within the Stockton’s sphere of influence.

Figures 2 through 9 show the results of the four scenarios under the two different speed results. Even under the smaller evacuation scenarios, all viable evacuation gateways are in northeast, east, and southeast Stockton. Under the more widespread evacuation scenarios, evacuation gateways are further limited to east or southeast Stockton. If evacuees can travel at the maximum legal speed, almost all of Stockton can be safely evacuated in approximately 30 minutes or less, although some areas in east Stockton may take longer. If evacuees can only travel at 5 miles per hour, evacuation times become significantly longer. Most of the evacuating areas would need an hour or more to reach an evacuation gateway, with some locations taking longer than three hours.

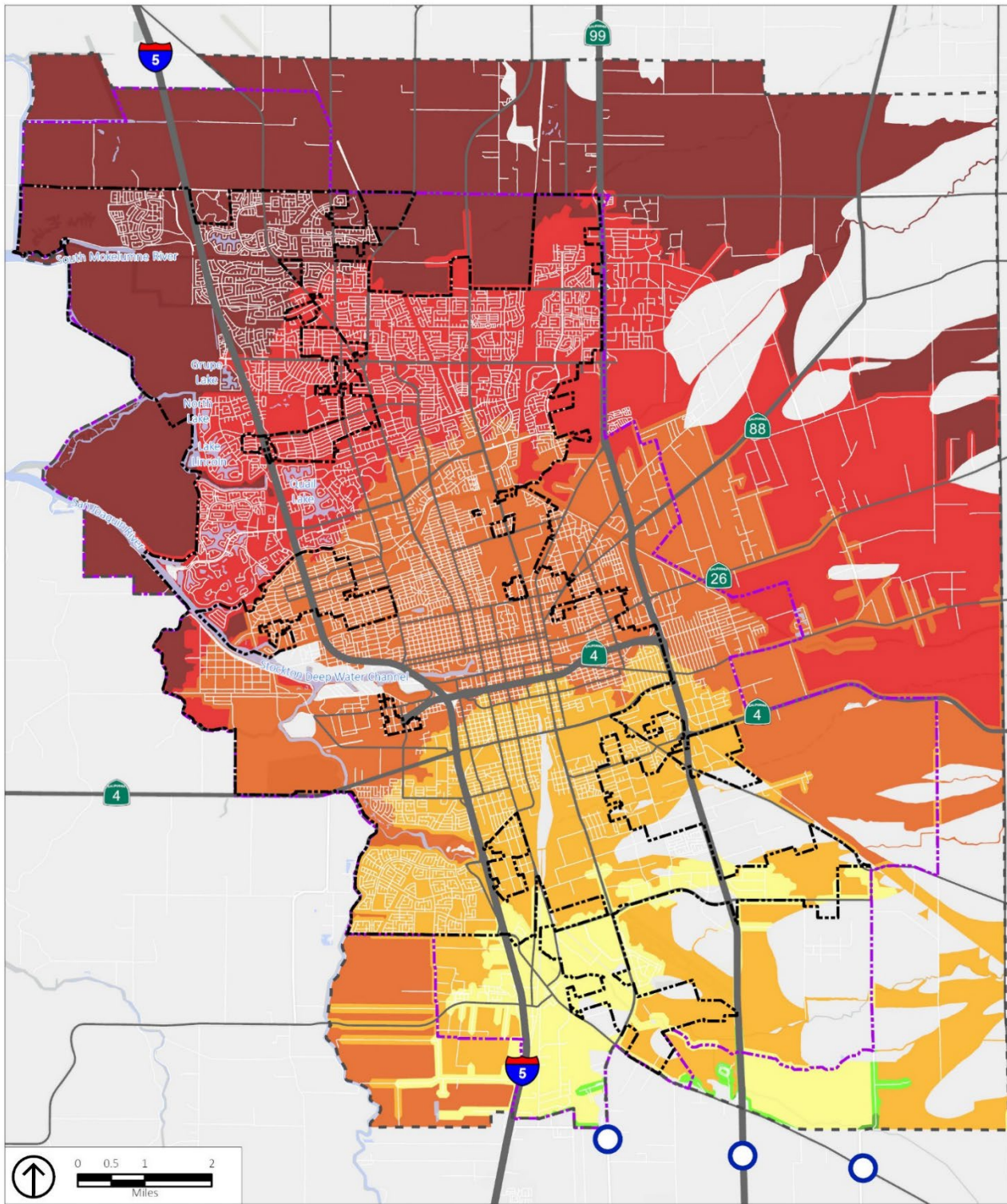
Many groups are likely to face higher levels of evacuation constraints, especially as flooding and other emergency events increase in frequency and severity. Disabled persons and those with access and functional needs, persons without access to a reliable personal vehicle, and similar groups are often most at risk. These persons may not be able to evacuate on their own and would require assistance from the City or other government agencies, community groups, or others (such as neighbors, family, or friends) to safely leave their homes. Stockton residents who have limited English proficiency or lack access to reliable communications face evacuation constraints because they may not receive accurate or timely evacuation notices. Independent of other factors, residents in west Stockton generally face a greater level of constraints because they are typically located further from safe ways out of the community.

Figure 2 Evacuation Constraints Modeling – Major Flood Event (Max Legal Speed)



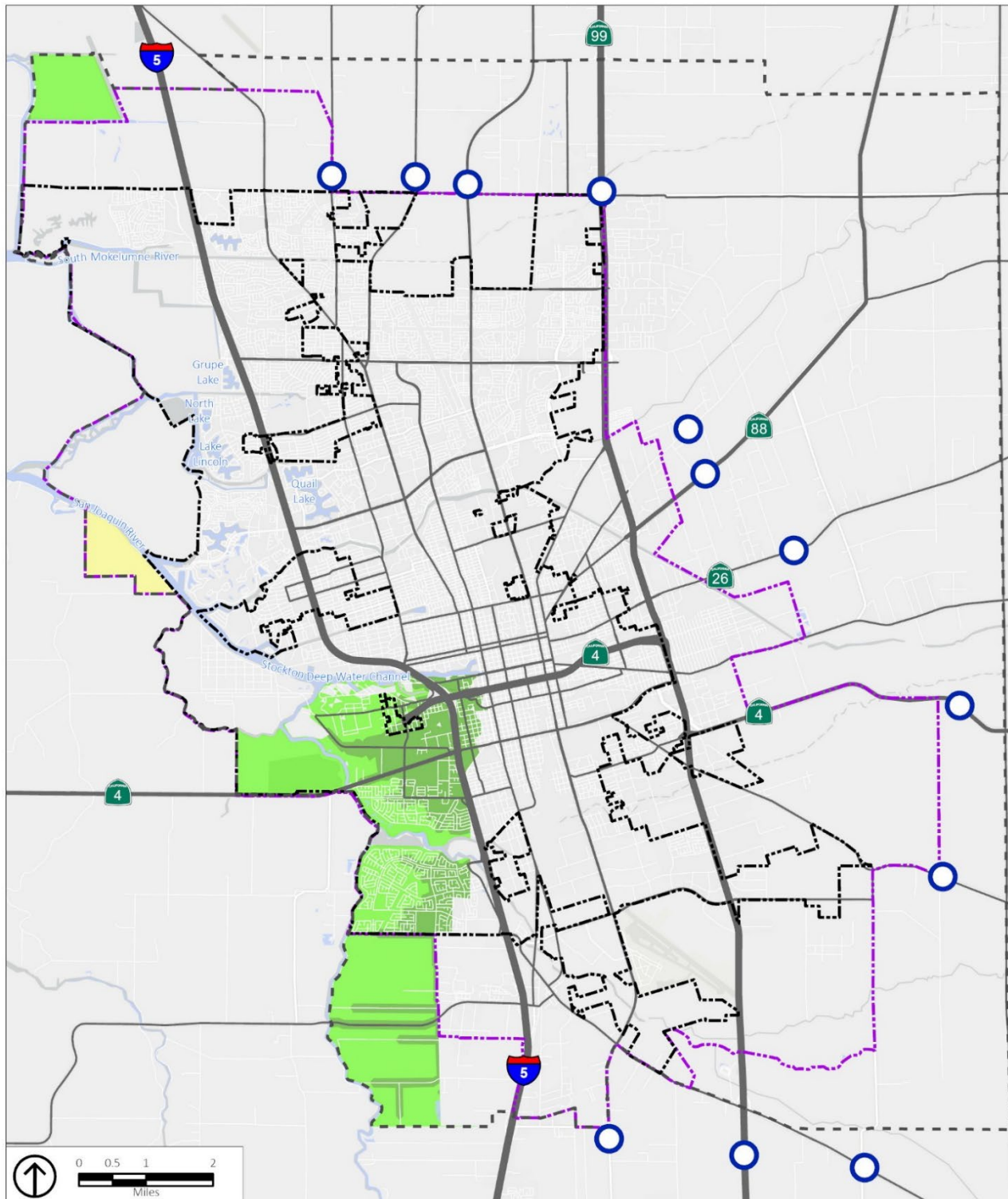
Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, FEMA 2020, BAM 2022

- | | |
|------------------------------|---|
| City Limit | Baseline Drive Times to Nearest Evacuation Gateway - max allowed speeds |
| General Plan Planning Area | 0 - 12 Minutes |
| Sphere of Influence | 12 - 24 Minutes |
| Potential Evacuation Gateway | 24 Minutes - 1 Hour |

Figure 3 Evacuation Constraints Modeling – Major Flood Event (5 mph)

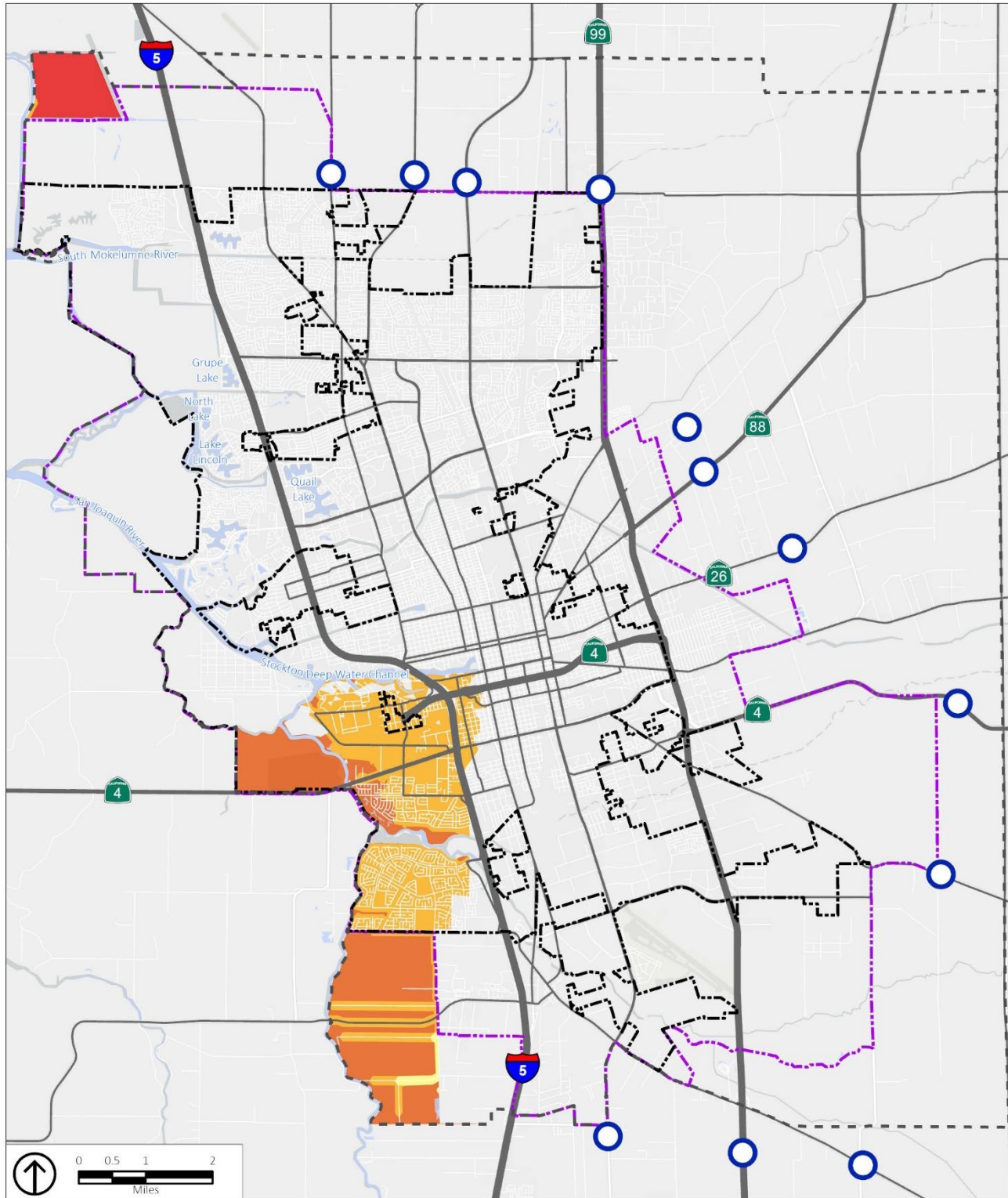
- City Limit
 General Plan Planning Area
 Sphere of Influence
 Potential Evacuation Gateway
- Drive Time assuming 5 MPH speed on all roadways
 6-12 Minutes
 12 - 24 Minutes
 24 Minutes - 1 Hour
 1 Hour - 1:36
 1:36 - 2:24
 2:24 - 3:00
 More than 3 Hours

Figure 4 Evacuation Constraints Modeling – 2050 Sea Level Rise (Max Legal Speed)



Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

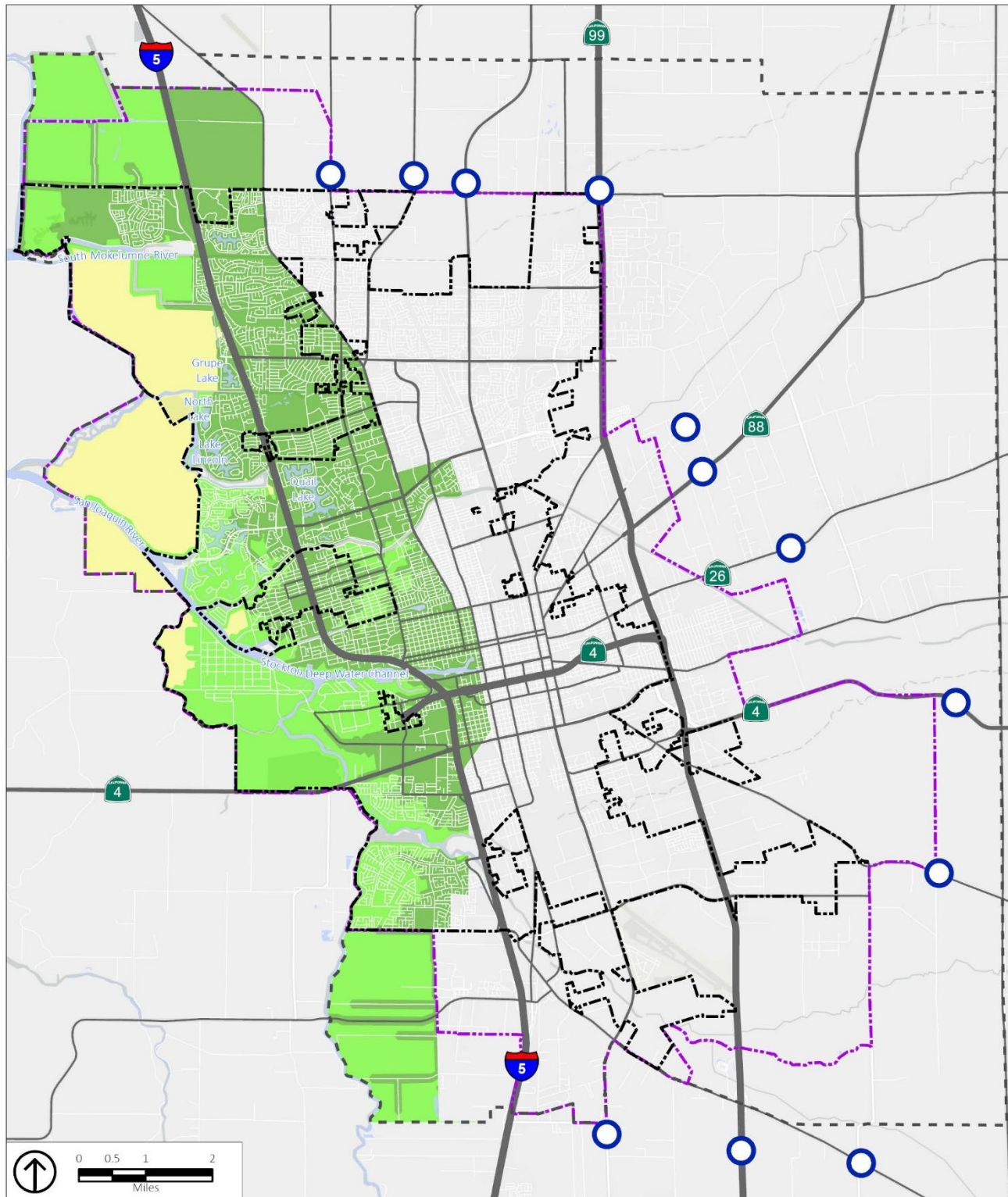
- | | |
|------------------------------|---|
| General Plan Planning Area | Baseline Drive Times to Nearest Evacuation Gateway - max allowed speeds |
| City Limit | 0 - 12 Minutes |
| Sphere of Influence | 12 - 24 Minutes |
| Potential Evacuation Gateway | 24 Minutes - 1 Hour |

Figure 5 Evacuation Constraints Modeling – 2050 Sea Level Rise (5 mph)

Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

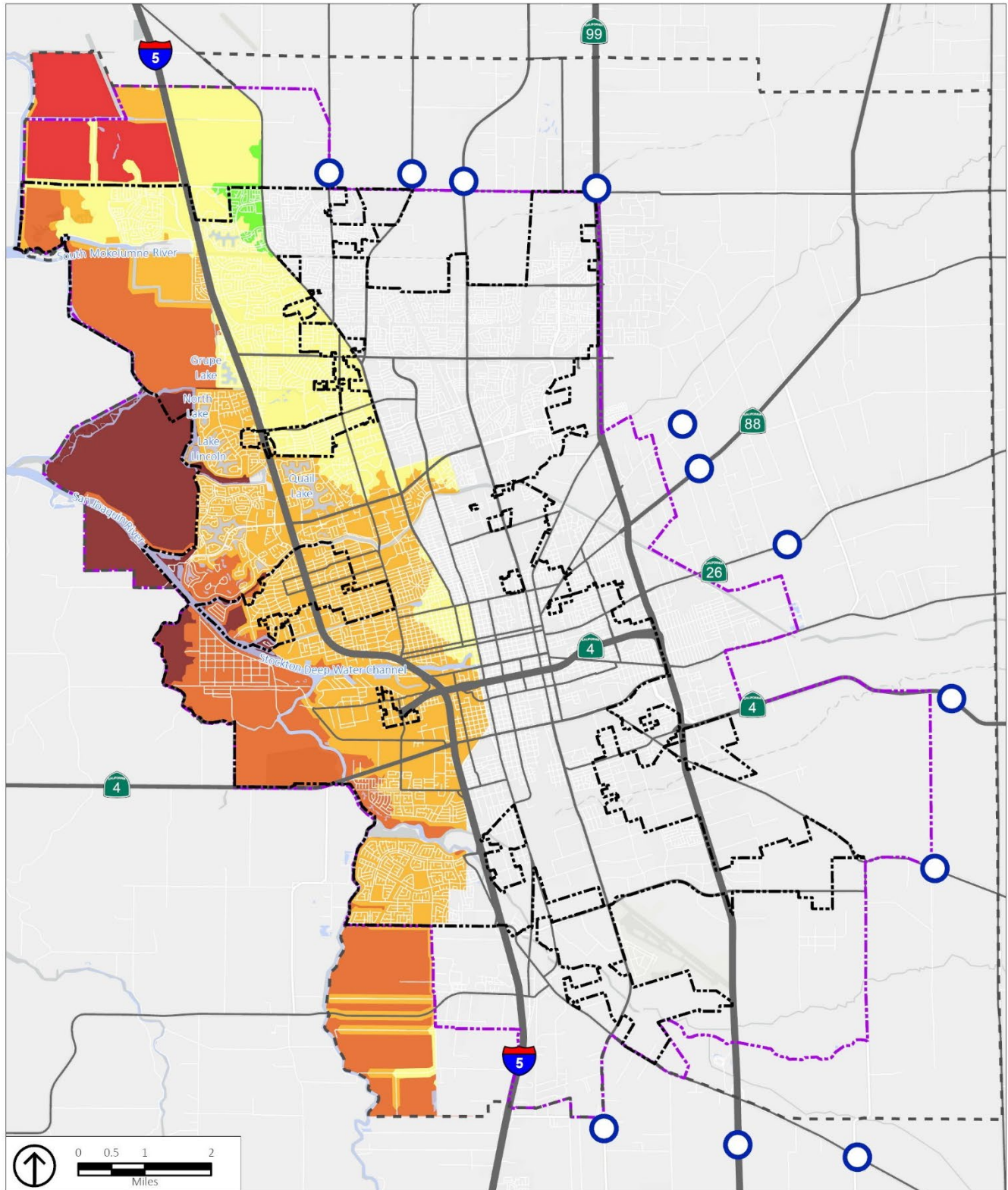
- | | | |
|------------------------------|---|-------------------|
| General Plan Planning Area | Drive Time assuming 5 MPH speed on all roadways | 1:36 - 2:24 |
| City Limit | 12 - 24 Minutes | 2:24 - 3:00 |
| Sphere of Influence | 24 Minutes - 1 Hour | More than 3 Hours |
| Potential Evacuation Gateway | 1 Hour - 1:36 | |

Figure 6 Evacuation Constraints Modeling – 2085 Sea Level Rise (Max Legal Speed)



Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

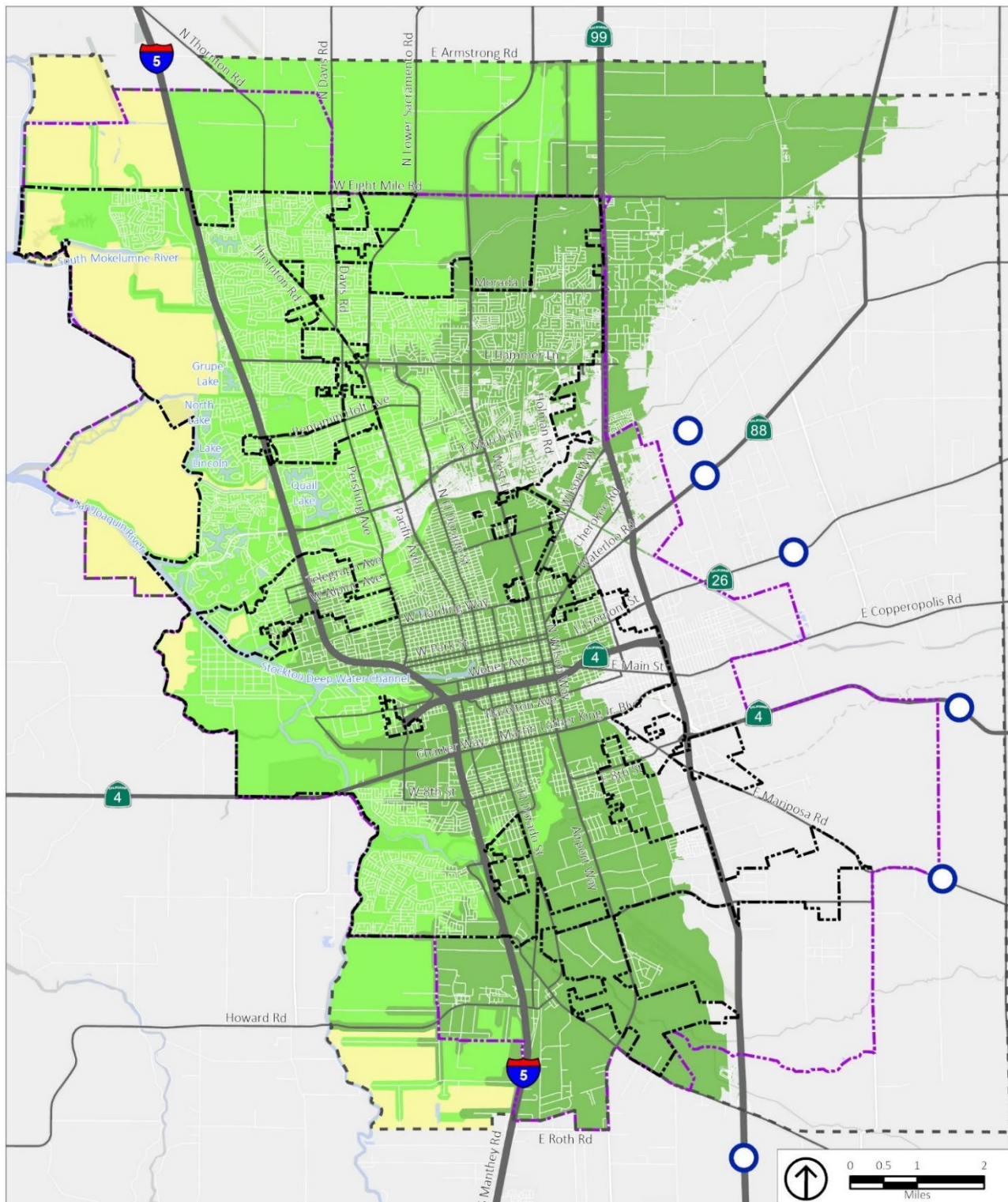
- | | |
|------------------------------|---|
| General Plan Planning Area | Baseline Drive Times to Nearest Evacuation Gateway - max allowed speeds |
| Sphere of Influence | 0 - 12 Minutes |
| Potential Evacuation Gateway | 12 - 24 Minutes |
| | 24 Minutes - 1 Hour |

Figure 7 Evacuation Constraints Modeling – 2085 Sea Level Rise (5 mph)

Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

- | | | |
|------------------------------|---|-------------------|
| City Limit | Drive Time assuming 5 MPH speed on all roadways | 1:36 - 2:24 |
| General Plan Planning Area | 12 - 24 Minutes | 2:24 - 3:00 |
| Sphere of Influence | 24 Minutes - 1 Hour | More than 3 Hours |
| Potential Evacuation Gateway | 1 Hour - 1:36 | |

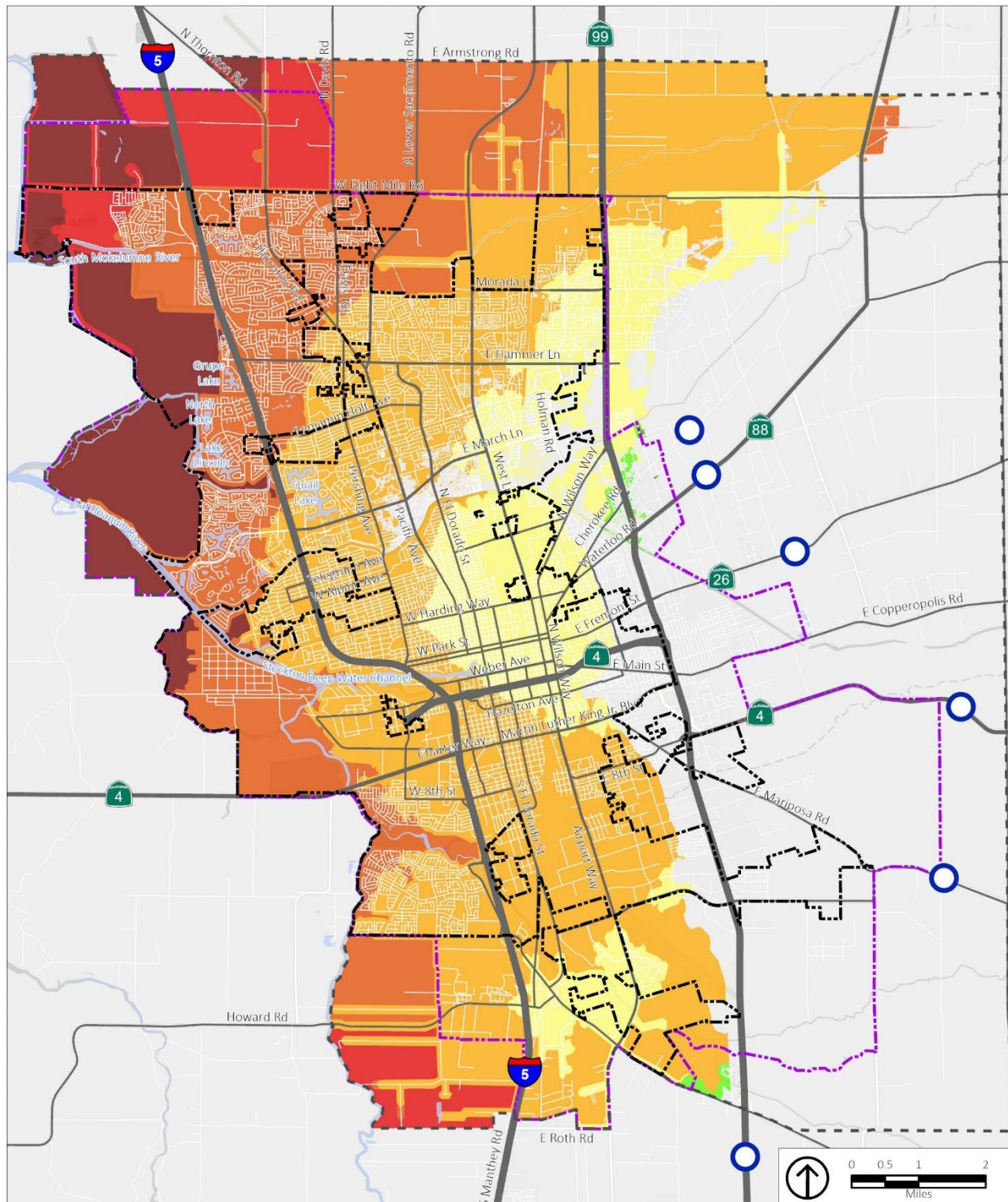
Figure 8 Evacuation Constraints Modeling – Dam Inundation (Max Legal Speed)



Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, DWR 2023

-  General Plan Planning Area Baseline Drive Times to Nearest Evacuation Gateway - max allowed speeds
 City Limit  0 - 12 Minutes
 Sphere of Influence  12 - 24 Minutes
 Potential Evacuation Gateway  24 Minutes - 1 Hour

Figure 9 Evacuation Constraints Modeling – Dam Inundation (5 mph)



Source: City of Stockton; PlaceWorks, 2023; ESRI 2019, DWR 2023

-  General Plan Planning Area
 City Limit
 Sphere of Influence
 Potential Evacuation Gateway
- Drive Time assuming 5 MPH speed on all roadways
 2:24 - 3:00
 More than 3 Hours
 6-12 Minutes
 12 - 24 Minutes
 24 Minutes - 1 Hour
 1 Hour - 1:36
 1:36 - 2:24

There are several steps Stockton can take to prepare for evacuations and improve their effectiveness:

- Develop plans to safely evacuate Stockton residents who do not have reliable access to a private vehicle or would otherwise need assistance evacuating. This can include using transit vehicles, school buses, and other van and bus fleets to provide evacuation support.
- Look at establishing shelter-in-place locations throughout Stockton, especially in areas with high levels of evacuation constraints, that are adequately protected against flooding and other hazards. For people who are unable to safely evacuate the city, these locations can provide a safe point of refuge. They should be combined with resilience centers whenever possible.
- If an evacuation is necessary, provide as much advanced warning as possible. As the situation allows, provide phased evacuation notices so that those who need the most time to evacuate are alerted first.
- In areas with low levels of English proficiency or access to communication systems, conduct in-person evacuation noticing. Be sure to provide information in multiple languages.
- Work with the San Joaquin County Council of Governments and other relevant agencies to elevate or otherwise protect evacuation routes and gateways, increasing the number of safe paths out of Stockton.

The policies included in the Safety Element address these issues.

2.2 SEISMIC AND GEOLOGIC HAZARDS

Seismic and geologic hazards are risks caused by the movement of the Earth's surface, or crust. Seismic hazards are earthquakes and related hazards. Geologic hazards are other hazards involving land movements that are not linked to seismic activity.

2.2.4 Seismic Hazards

Seismic activity occurs along boundaries in the Earth's crust called faults. Pressure along the faults builds over time and is ultimately released, resulting in ground shaking

that we refer to as an earthquake. Earthquakes can also trigger other hazards, including surface rupture (cracks in the ground surface), liquefaction (causing loose soil to lose its strength), landslides, and subsidence (sinking of the ground surface). Earthquakes and other seismic hazards often damage or destroy property and public infrastructure, including utility lines, and falling objects or structures pose a risk of injury or death.

Earthquakes

An earthquake has the potential to cause significant damage to life and property.

The Working Group on California Earthquake Probabilities—a collaborative effort involving the US Geological Survey, the California Geological Survey, and the Southern California Earthquake Center—estimates that the 30-year probability of a magnitude 6.7 or greater earthquake striking the nearby San Francisco Bay area is 63 percent. The Hayward Fault, a major earthquake fault in the San Francisco Bay region, lies roughly 40 miles west-southwest of Stockton. Recent seismological research concluded that the average earthquake recurrence interval on this fault is approximately 138 years, and the forecast probability of an earthquake of magnitude 6.7 or greater by 2036 is greater than 31 percent.

The Greenville Fault lies much closer to the city (i.e., estimated 22 miles), although its forecast activity is far less than the Hayward Fault. The maximum probable earthquake is estimated to be magnitude 6.0, and the probability of an earthquake of magnitude 6.7 or greater along this fault by 2036 is 3 percent.¹² Figure 10 shows the location of faults around Stockton.

An earthquake of moderate to high magnitude generated in the nearby San Francisco Bay area could cause significant ground shaking in the Stockton area. This ground shaking could cause damage to structures and foundations not designed to resist those forces. Underground utility lines are also susceptible where they lack sufficient flexibility to accommodate seismic ground motion. If an earthquake of this magnitude were to occur, most parts of Stockton could experience potential casualties and damage from collapsed buildings, damaged roads and bridges, fires, flooding, and other threats to life and property. Modeling from the US Geological Survey suggests that the shaking in Stockton

would be considered “moderate” to “very strong” in the event of a major Bay area earthquake.

Comparatively few subsurface faults have been mapped in the northern part of the San Joaquin Valley, and the largest of these is the Stockton Fault, which runs east-west across the city’s planning area. The fault is not exposed at the surface and is not recently active, with most of the known activity during the Oligocene and early Miocene epochs (i.e., approx. 10 to 30 million years before present). Furthermore, the Stockton Fault has not been classified as an “active” fault by the California Geological Survey.

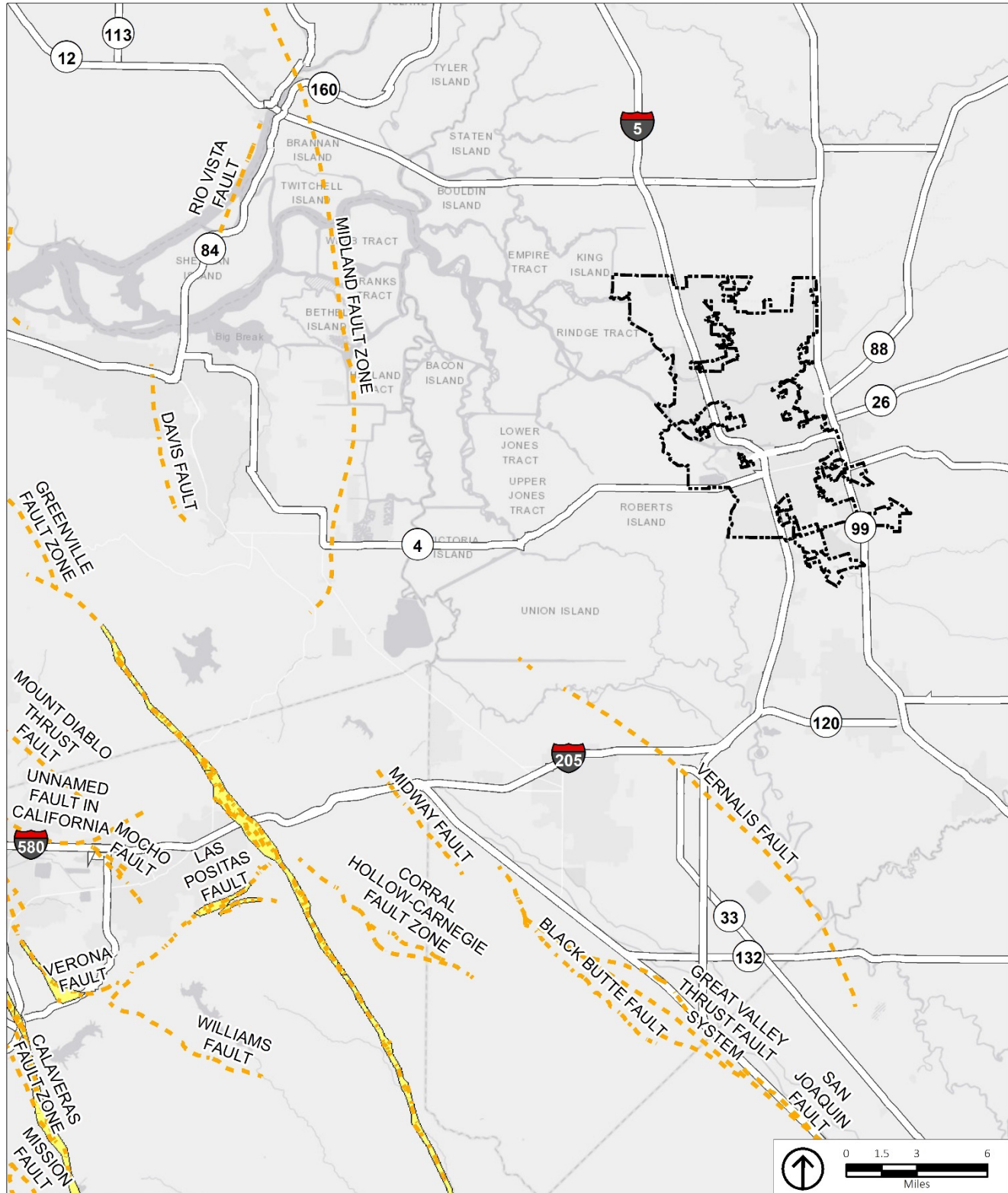
In the event of an earthquake, the location of the epicenter, as well as the time of day and season of the year, would have a profound effect on the number of deaths and casualties and the extent of property damage. There are several small-scale earthquakes that happen weekly and are barely felt or not felt at all by people, but larger-scale or catastrophic shaking is less likely. Nevertheless, property and human life in Stockton are at some risk for a significant earthquake causing substantial damage and strains on response and mitigation resources.

Most of the loss of life and injuries from earthquakes are due to damage and collapse of buildings and structures. Building codes for new construction have generally been made more stringent following damaging earthquakes. However, in Stockton, structures built prior to the enactment of these improved building codes have generally not been upgraded to current standards and are vulnerable in earthquakes. In Stockton, 52,737 homes, or 51 percent of all housing in the community, were constructed prior to 1980.¹³ The damage caused by earthquakes may trigger secondary hazards, including urban fires, dam failures, and toxic chemical releases.

Liquefaction

In addition to the direct physical damage that can result from the motion of the earthquake, damage can result from liquefaction. Liquefaction occurs where water-logged soils near the ground surface lose compaction during strong ground motion, causing the soils to lose strength and behave as a liquid. This can cause building foundations to shift and can result in significant structural damage. Soils susceptible to liquefaction are typically found in areas of low-lying, current, or former floodplains containing moist, fine-grained sediment.

Liquefaction is most often triggered by seismic shaking, but it can also be caused by improper grading, landslides, or other factors. The potential for liquefaction is greatest in areas underlain by bay mud or alluvium. Buildings in areas that experience liquefaction may suddenly subside and suffer major structural damage. There are no liquefaction zones mapped in or around Stockton, although there may still be a risk of liquefaction in the community.

Figure 10 Regional Fault Lines

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023, USGS 2010/2021

- City Boundary Line
- - - USGS Regional Fault Lines
- ▭ Alquist Priolo Fault Zones

2.2.5 Geologic Hazards

Geologic hazards such as subsidence, landslides, liquefaction, and erosion depend on the geologic composition of the area.

Landslides

Landslides are gravity-driven movements of earth materials that can include rock, soil, unconsolidated sediment, or combinations of such materials. The rate of landslide movement can vary considerably; some move rapidly, as in a soil or rock avalanche, and others creep or move slowly for long periods of time. The susceptibility of a given area to landslides depends on many variables, but some of the more important contributing factors are:

- Slope material: Loose, unconsolidated soil and weakly hardened or highly fractured bedrock are more prone to landslides.
- Slope steepness: Most landslides occur on moderate to steep slopes.
- Structural geometry: The orientation of soils or bedrock layers and their relationship to the ground surface can affect landslide probability.
- Moisture: Increased moisture in subsurface soil, bedrock pores, or bedrock fractures can increase the likelihood of a landslide due to decreased internal friction and increased weight of the earth materials.
- Vegetation: Well-established vegetation and the associated root structures help promote slope stability.
- Eroded slopes or human-made cuts: Proximity to eroded faces in soil or bedrock, as well as proximity to cut (i.e., excavated) slope faces, can increase landslide potential.
- Seismic shaking: Strong seismic shaking can trigger landslides in otherwise stable slopes or loosen the slope materials so they are more prone to landslides in the future.

Due to the gentle topography throughout the city's planning area and lack of steep slopes, the probability of earthquake-induced landslides is very low.¹⁴ However, several small landslide hazard areas are scattered throughout the city, as seen on Figure 11.

Subsidence

Subsidence is the gradual caving in or sinking of an area of land. The Delta is vulnerable to subsidence; since the initiation of intense land management practices in the

1850s, half of the volume of organic peat soils in the Delta has been lost due to groundwater pumping, disturbance, and oxidation, resulting in the lowering of some Delta islands by as much as 25 feet below sea level. Subsidence rates have decreased substantially from early 20th century values and range from a few tenths of an inch per year to approximately 0.8 inches per year today.¹⁵

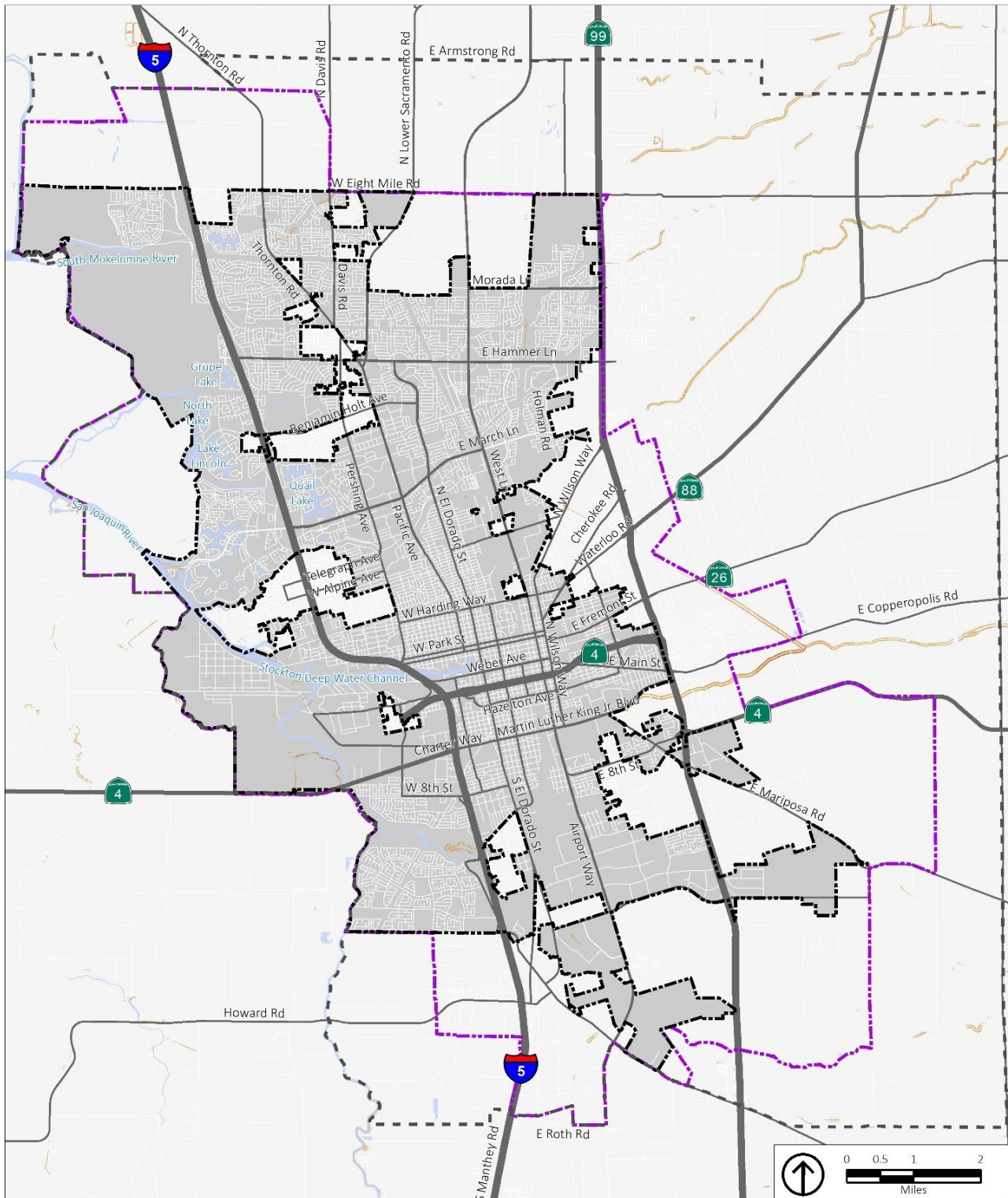
Subsidence of Delta islands creates height differences between the land and adjacent water surface elevations in channels. These height differences amplify forces against the levees and drive flow through and underneath levees into the subsided islands. Irrigation water further contributes to the accumulation of water in island drainage ditches, where it is routed to pumps and returned to adjacent channels.¹⁶

Expansive Soils

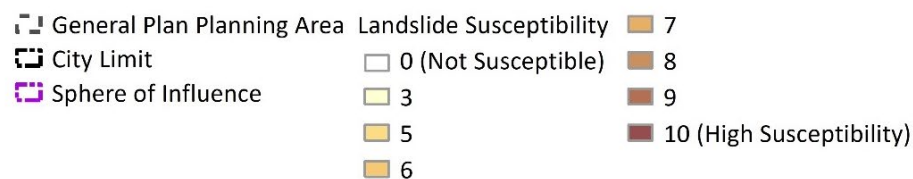
Expansive soils can change dramatically in volume depending on moisture content. When wet, these soils can expand; conversely, when dry, they can contract or shrink. Sources of moisture that can trigger this shrink-swell phenomenon include seasonal rainfall, landscape irrigation, utility leakage, and/or perched groundwater. Expansive soil can develop wide cracks in the dry season, and changes in soil volume have the potential to damage concrete slabs, foundations, and pavement. Special building/structure design or soil treatments are often needed in areas with expansive soils.

Expansive soils are typically very fine grained with a high to very high percentage of clay. The clay minerals typically include montmorillonite, smectite, and/or bentonite.

Based on a countywide map of expansive soils published by the San Joaquin County Geographical Information Systems Unit, much of the city's planning area appears to be underlain by expansive soils, with shallow soils exhibiting moderate shrink-swell potential.¹⁷ Measures such as emplacement of nonexpansive fill or special compaction of clay-rich soil may need to be considered prior to construction. Soil shrink-swell properties often vary from site to site, and detailed geotechnical investigations generally provide the most reliable means of identifying and mitigating these soil characteristics.

Figure 11 Landslide Susceptibility

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, CGS 2018



2.2.6 Past Occurrences

The 1989 Loma Prieta earthquake was a magnitude 6.9 earthquake on the San Andreas Fault near Mt. Loma Prieta in the Santa Cruz Mountains, approximately 80 miles southwest of Stockton. Statewide, approximately 18,306 houses were damaged and 963 were destroyed, and approximately 2,575 businesses were damaged and 147 were destroyed. The most notable damage included the collapse of the elevated Cypress Structure section of I-880 in Oakland, the collapse of a section of roadbed on the Bay Bridge, and extensive damage to downtown Santa Cruz and San Francisco's Marina District. The Bay Bridge was unusable for a month.

The quake caused localized damages and significant shaking across San Joaquin County. It resulted in 63 people killed, 3,757 reported injured, and 12,053 displaced, and the economic loss was approximately \$10 billion. This earthquake was felt as far away as San Diego and western Nevada. As experienced before, an earthquake equivalent to this strength in the Bay Area would produce strong shaking and ground failure throughout the region, including in Stockton. Other notable seismic and geologic activity has occurred periodically within and around San Joaquin County. Significant incidents include:

- Linden earthquake, 1881. This earthquake, possibly located on the Tracy-Stockton Fault, had an estimated Modified Mercalli intensity of VII.*
- The San Francisco earthquake of 1906, which caused historic destruction in San Francisco, also caused strong seismic shaking in San Joaquin County.
- Two small quakes of magnitude 5.0 occurred in Linden in 1940.
- Seismic shaking occurred within the Delta in 1979, 1980, 1983, 1984, and 1989. Impacts of these shaking events were not verified.
- A magnitude 5.8 earthquake occurred along the Greenville fault near Brentwood in 1980.
- In April 2006, heavy rains caused a landslide along Corral Hollow Road at a Lawrence Livermore Labs site in Tracy.

Earthquake Magnitude Scale

Magnitude 2.5 or less: Usually not felt but can be recorded by seismograph.

Magnitude 2.5 to 5.4: Often felt, but only causes minor damage.

Magnitude 5.5 to 6.0: Slight damage to buildings and other structures.

Magnitude 6.1 to 6.9: May cause a lot of damage in very populated areas.

Magnitude 7.0 to 7.9: Major earthquake. Serious damage.

Magnitude 8.0 or greater: Great earthquake. Can destroy communities near the epicenter.

Source: Michigan Technological University. 2022. Earthquake Magnitude Scale. <https://www.mtu.edu/geo/community/seismology/learn/earthquake-measure/magnitude/>.

- Though subsidence is generally a gradual process, it can be exacerbated by periods of drought with increased levels of groundwater pumping. Significant subsidence in the San Joaquin Valley was recorded during the 2012–2016 drought; between May 2015 and September 2016, subsidence of 25 inches was recorded near the community of Corcoran.¹⁸

2.2.7 Potential Changes to Geologic and Seismic Risk in Future Years

Likelihood of Future Occurrence

a) Seismic Risk

Earthquakes are likely to continue on an occasional basis and are likely to be small in most instances. Most are expected to cause no substantive damage and may not even be felt by most people. Major earthquakes are rare, but a possibility in the region. A major earthquake along

* The Modified Mercalli Intensity (MMI) estimates the shaking intensity of an earthquake at a specific location by considering its effects on people, objects, and buildings. It measures shaking on a scale of I (not felt) to X (extreme). At high intensities (MMI VII or above), earthquake shaking damages buildings.

any of the nearby faults could result in substantial casualties and damage. A major earthquake on the Hayward Fault could damage or destroy the primary evacuation routes and bridges, limiting access in and out of the community. Underground utility lines are also susceptible where they lack sufficient flexibility to accommodate the ground motion. If serious shaking does occur, newer construction is in general more earthquake resistant than older construction because of improved building codes. Though liquefaction often causes severe damage to structures, structural collapse is uncommon. Furthermore, the risk to public safety is relatively low as structures can be protected from liquefaction by special foundations.

b) Geologic Risk

Given the small area of the city that is subject to landslide risk, a major landslide in Stockton is unlikely. However, the city and larger Delta area will likely continue to be susceptible to the effects of subsidence and expansive soils.

Climate Change and Geologic and Seismic Hazards

Though climate change is unlikely to increase earthquake frequency or strength, the threats from seismic and geologic hazards are expected to continue. Climate change may result in precipitation extremes (i.e., wetter rainfall periods and drier dry periods), though total average annual rainfall may not change significantly. Heavy rainfall could cause an increase in the number of landslides or make landslides larger than normal. The combination of a generally drier climate in the future, which will increase the chance of drought and wildfires, and the occasional extreme downpour, is likely to cause more mudslides and landslides. Impacts from these conditions would compound landslide potential for the most susceptible locations.

The subsidence of Delta islands is exacerbated by groundwater pumping, which in turn is exacerbated by drought. Though groundwater management techniques may reduce the severity of pumping-related subsidence, they are not likely to eliminate it completely. Additionally, increasing water surface elevations due to sea level rise, hydrological changes, subsidence, and drainage ditch deepening will increase pressure on levees and increase

rates of seepage onto Delta islands. These effects will increase the probability of levee failure over time.¹⁹

2.3 FLOOD AND INUNDATION HAZARDS

Flooding is the rising and overflowing of a body of water onto normally dry land. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, significantly threatening people's health and lives and causing substantial damage to structures, landscapes, and utilities. Flooding can be extremely dangerous, and even six inches of moving water can knock a person over given a strong current. Floodwaters can transport large objects downstream that can damage or remove stationary structures, such as dam spillways. Ground saturation can result in instability, collapse, or other damage, and objects can be buried or destroyed through sediment deposition. Floodwaters can break utility lines and interrupt services, and even standing water can cause damage to roads, foundations, and electrical circuits. Other problems connected with flooding and stormwater runoff include erosion, degradation of water quality, losses of environmental resources, and certain health hazards.

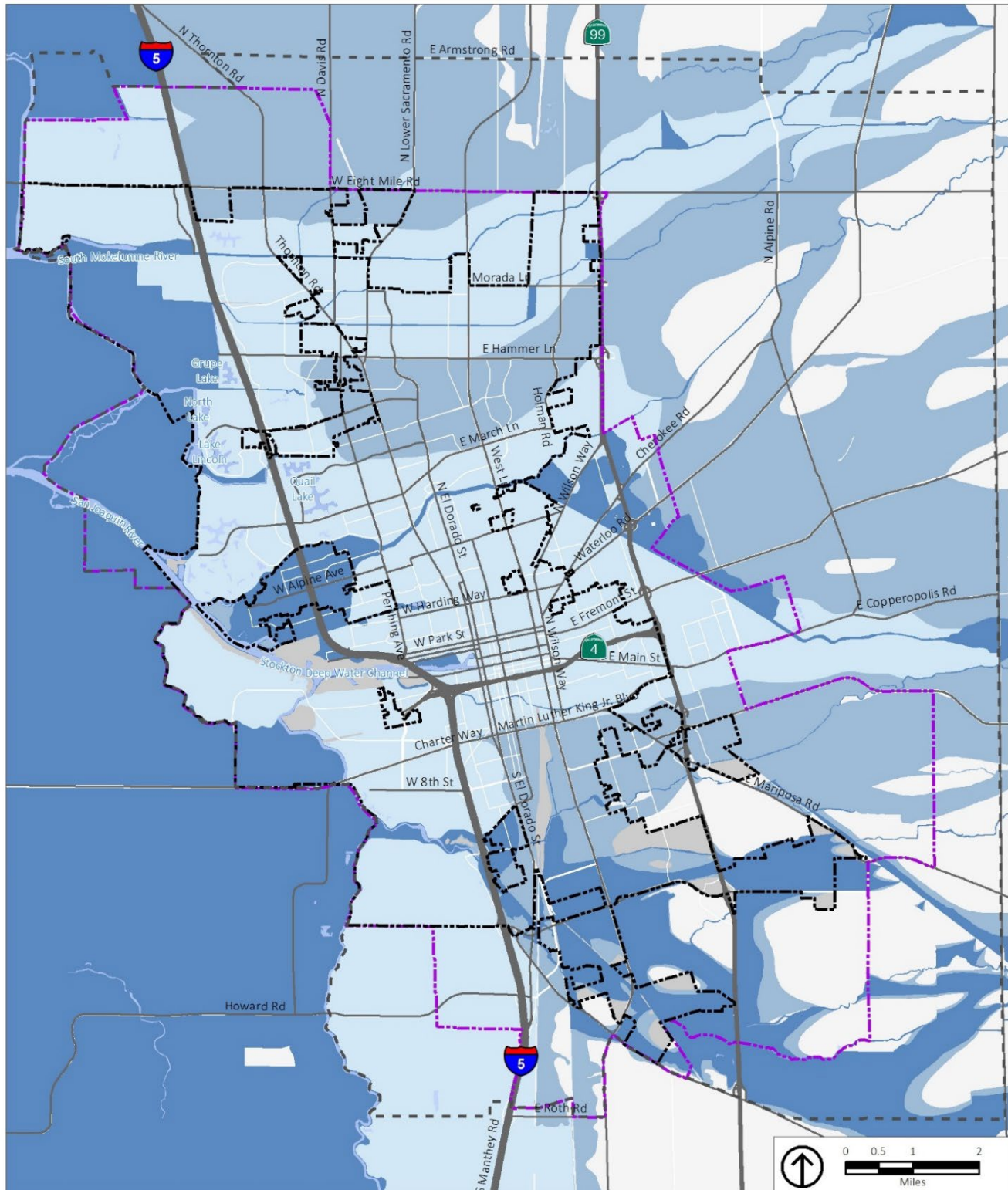
A relatively common weather pattern that brings strong winds and heavy rain to California, including Stockton, is often referred to as an atmospheric river. Atmospheric rivers are long, narrow regions in the atmosphere that transport most of the water vapor carried away from the tropics. When an atmospheric river makes landfall, it can release substantial amounts of water vapor in the form of rain or snow, often causing heavy rains that can lead to flooding and mudslides. On average, California experiences five to six atmospheric rivers per year, though in some years it may only experience one to two atmospheric rivers. Atmospheric rivers are responsible for up to half of the state's annual precipitation and more than 80 percent of the flood damage, including levee breaches in the Delta.²⁰

Reclamation of Delta land over many years has reduced available floodplain and increased flooding potential. Flood risk is therefore one of the most pressing threats to the Delta area, and Stockton is one of the areas at highest risk.

2.3.4 Flood Hazard Areas

Areas at an elevated risk of flooding are generally divided into 100-, 200-, and 500-year flood zones. A 100-year flood zone has a 1 percent chance of experiencing a major flood in any given year, a 200-year flood zone has a 0.5 percent chance, and a 500-year flood zone has a 0.2 percent chance. The majority of the city is in one of these flood zones, as shown on Figure 12, making flooding a hazard of significant concern for Stockton. Areas that fall in the 100-year flood zone include undeveloped land in the northwestern portion of the City's Planning Area, the area around the Country Club neighborhood with inadequate levee protection, areas along the San Joaquin River and its floodplain in southern parts of the city, and the area north of the Stockton Diversion Canal, east of the city limit.²¹

FEMA's flood hazard zones are established based on historical data and may not fully predict the future areas that are most at risk of flooding or the frequency of future flood events.

Figure 12 Flood Hazard and Levee Protection Zones

Source: City of Stockton; San Joaquin County; Federal Emergency Management System (FEMA), 2016; PlaceWorks, 2017.

- Flood Zones**
- 100-Year Flood Zone
 - 500-Year Flood Zone
 - Protected by a Levee
- City Limit**
- Sphere of Influence
 - General Plan Planning Area

2.3.5 Flood Protection

Since 1998, flood risks have been reduced significantly by the Locally Constructed Flood Control Project by the San Joaquin Area Flood Control Agency, which includes flood protection facilities on Bear Creek, Little Bear Creek, Pixley Slough, Upper Mosher Creek, the Mosher Diversion, Mosher Slough, the Calaveras River, the Stockton Diverting Canal, and Mormon Slough.

Stormwater management infrastructure in and around Stockton includes storm drains, canals, and ditches. Storm drains convey runoff to pump stations discharging into rivers, creeks, and sloughs, all of which flow westward to the San Joaquin River and Delta. Most storm drains have capacity for a 100-year storm.²²

Levees

Waterways in Stockton have been heavily modified since the 1800s by dredging natural channels, constructing bypasses, and narrowing floodplains through levee construction. Most of the city is protected from flooding by levees, which are shown on Figure 13. Despite this, areas within levee protection zones are still subject to flooding hazards due to the geotechnical instability of the levees, primarily seepage through and under levees; one bank of the levee being higher than the other; burrowing from rodents; water flowing around the upstream end of a levee; and encroachments such as culverts and roadway crossings.^{23,24} The Country Club neighborhood and areas along the San Joaquin River and its floodplain within the southern part of the city do not receive adequate flood protection from levees.²⁵ In the event of a major levee break, much of the city would be inundated, potentially damaging tens of thousands of homes.

Many Delta levees were initially constructed more than a century ago using rudimentary equipment and nonengineered fill material excavated from adjacent channels, sloughs, and marshes. Over the past century, there have been more than 140 levee failures and island inundations; however, few have occurred over the past 30 years since state and local agencies—such as the Delta Stewardship Council, the Central Valley Flood Protection Board, Department of Water Resources, U.S. Army Corps of Engineers, and local reclamation districts—adopted a

more active role in supporting the maintenance and enhancement of the levees.²⁶

Levee maintenance and improvement activities over the last few decades have focused on raising crest elevations to meet freeboard requirements, achieve modern standards of flood protection, and improve levee stability.

In 2005, FEMA began requiring local communities and levee owners to submit documentation showing levee systems providing 100-year flood protection. FEMA de-accredited levees that did not provide the required documentation.²⁷

FEMA revoked accreditation of the Smith Canal levees in 2009.* During a 100-year flood, water from the San Joaquin River to the west could back up into the Smith Canal. Should the Smith Canal levees overtop or fail, the Country Club area, most of which lies at or near sea level, would be inundated by flood waters flowing through the breach.²⁸

The San Joaquin Area Flood Control Agency (SJAFCA) is currently pursuing the design and construction of a gate structure at the mouth of Smith Canal. The gate would normally rest on the bottom of the channel, allowing for boat traffic and normal tidal fluctuations. During high water periods, the gate would be raised, preventing floodwaters from the San Joaquin River from entering Smith Canal. The proposed wall and gate and structure would provide a minimum 200-year level of performance, as required in the Central Valley Flood Protection Plan (CVFPP).²⁹

In addition, FEMA is currently reviewing a Conditional Letter of Map Revision for the Bear Creek system, Upper Calaveras and Diverting Canal, which could be remapped into the floodplain.³⁰

Lower Bear Creek and Lower Mosher Slough, west of I-5 at the Twin Creeks subdivision, currently do not meet FEMA criteria, and Twin Creeks could be placed in the floodplain if FEMA remaps the area. The levee protecting the Boggs Tract does not currently meet FEMA criteria, and the local Reclamation District (#404) has been working to

* An accredited levee system is a system that FEMA has determined to meet the design, data, and documentation requirements sufficient to be shown on a Flood Insurance Rate Map (FIRM) as reducing the base flood hazard.

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resolve the issues. There are also issues with the levee that provides protection for the Weston Ranch area.³¹

Although all remaining levees provide 100-year flood protection, no levees meet the State's 200-year flood protection requirement in the CVFPP. There is currently a feasibility study underway to reach a 200-year flood protection standard.³²

The Delta's levees are also threatened by the active seismic zones west of the Delta, including the San Andreas and Hayward faults. A strong earthquake could damage Delta levees because of the potential for deformation or cracking of levees or liquefaction of levee embankments and foundations during strong ground shaking. Moderate earthquakes between 1979 and 1984 damaged nearby Delta levees, and many Delta islands' levees failed during floods within a year after the 1906 San Francisco earthquake. If a levee failed on an island subsided below sea level or during high flows or if a flood were to occur soon after an earthquake, the protected area could be inundated.³³

Even without an earthquake or flood, Delta levees can fail during high tides or even on sunny days. Generally, these failures may be the result of a combination of high tide and pre-existing internal levee and foundation weaknesses caused by burrowing animals, internal erosion of the levee and foundation through time, and human interventions such as dredging or excavation at the toe of the levee. Examples of sunny-day failures include the Brannon Andrus Tract in 1972 and Upper Jones Tract in 2004. It is estimated that, based on current conditions, a sunny-day failure would occur once every 9 years on average.³⁴

Flood Management Agencies

Several local reclamation districts play a role in maintaining levees and other flood protection facilities in and around Stockton, including the Smith Tract, Weber Tract, Boggs Tract, Rough and Ready Island, Sargent Barnhart Tract, Smith Tract, and Wright-Elmwood Tract Reclamation Districts.³⁵

The Central Valley Flood Protection Board (CVFPB), is the regulating authority over flood risk management in the Central Valley and is responsible for adopting the CVFPP. The CVFPB's governing body consists of seven members appointed by the governor and confirmed by the Senate. The board works in close partnership with the California

Department of Water Resources (DWR), the US Army Corp of Engineers (USACE), and stakeholders to implement the CVFPP. The CVFPB works closely with the California Department of Fish and Wildlife, US Fish and Wildlife, and the National Marine Fisheries Service to evaluate the environmental impacts of flood control.

The CVFPB, as part of its responsibility to oversee the flood control projects on the Sacramento and San Joaquin Rivers, has adopted regulations to control encroachments on these rivers and some of the streams that flow into them. It also regulates encroachments within designated floodways, which are the channels of a river or other watercourse and the adjacent land areas that convey floodwaters. The CVFPB regulates encroachment in floodplains by designating floodways in the Sacramento River and San Joaquin River drainages, including the Delta.³⁶

The CVFPP was last adopted by the CVFPB on December 16, 2022. The plan provides a policy, program, and project implementation framework to help guide regional- and State-level financing plans and investments. The CVFPP proposes a State Systemwide Investment Approach for sustainable, integrated flood management in areas currently protected by facilities of the State Plan of Flood Control (SPFC). The CVFPP suggests improvements to SPFC levees along the San Joaquin River and tributary channels in the Stockton Metropolitan Area.³⁷

SJAFCA is a joint powers agency made up of San Joaquin County, the City of Stockton, and the San Joaquin Flood Control and Water Conservation District. The SJAFCA's mission is to study, plan, and implement flood protection projects in order to reduce the flood risk to people, structures, and the economy.

The Regional Flood Management Plan provides a framework for managing flood risk within the Lower San Joaquin River Region and Delta South Region. The plan provides a reconnaissance-level assessment of flood risks and presents a prioritized list of short-term and long-term flood risk reduction projects for each region. The Lower San Joaquin River Region and Delta South Region are further divided into five planning regions. The city is in the Upper Sacramento / Mid-Sacramento River planning region.

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The City of Stockton sets stormwater quality requirements in Municipal Code Chapter 13.16, Stormwater Management and Discharge Control, and 13.20, Stormwater Quality Control Criteria Plan. Chapter 15.44, Flood Damage Prevention, includes provisions that serve to minimize public and private losses due to flood conditions. In addition, Chapter 15.48 regulates grading and erosion control in the city.

Federal and State agencies responsible for flood control in Stockton include the USACE, Federal Insurance Administration, and the DWR.

- The USACE identifies the need for and constructs major flood-control facilities. It also develops flood and dam inundation maps and reports.
- FEMA manages the National Flood Insurance Program, providing insurance to the public in communities that participate in the program. FEMA is the main federal government agency contact during natural disasters and publishes the Flood Insurance Rate Maps that identify the extent of flood potential in flood-prone communities based on a 100-year flood (or base flood) event.
- The Federal Insurance Administration is the primary agency that delineates potential flood hazard areas and floodways through the rate maps and the Flood Boundary and Floodway Map. Flood insurance is required of all homeowners who have federally subsidized loans.
- DWR is responsible for managing and protecting California's water. DWR works with other agencies to benefit the state's people and to protect, restore, and enhance the natural and human environments. DWR also works to prevent and respond to floods, droughts, and catastrophic events that would threaten public safety, water resources and management systems, the environment, and property.

2.3.6 Sea Level Rise

Sea level rise is an increase in the ocean's surface height relative to the land in a particular location. The two major causes of sea level rise are thermal expansion caused by warming of the ocean (since water expands as it warms) and increased melting of land-based ice such as glaciers and ice sheets. Sea level rise is a gradual process that

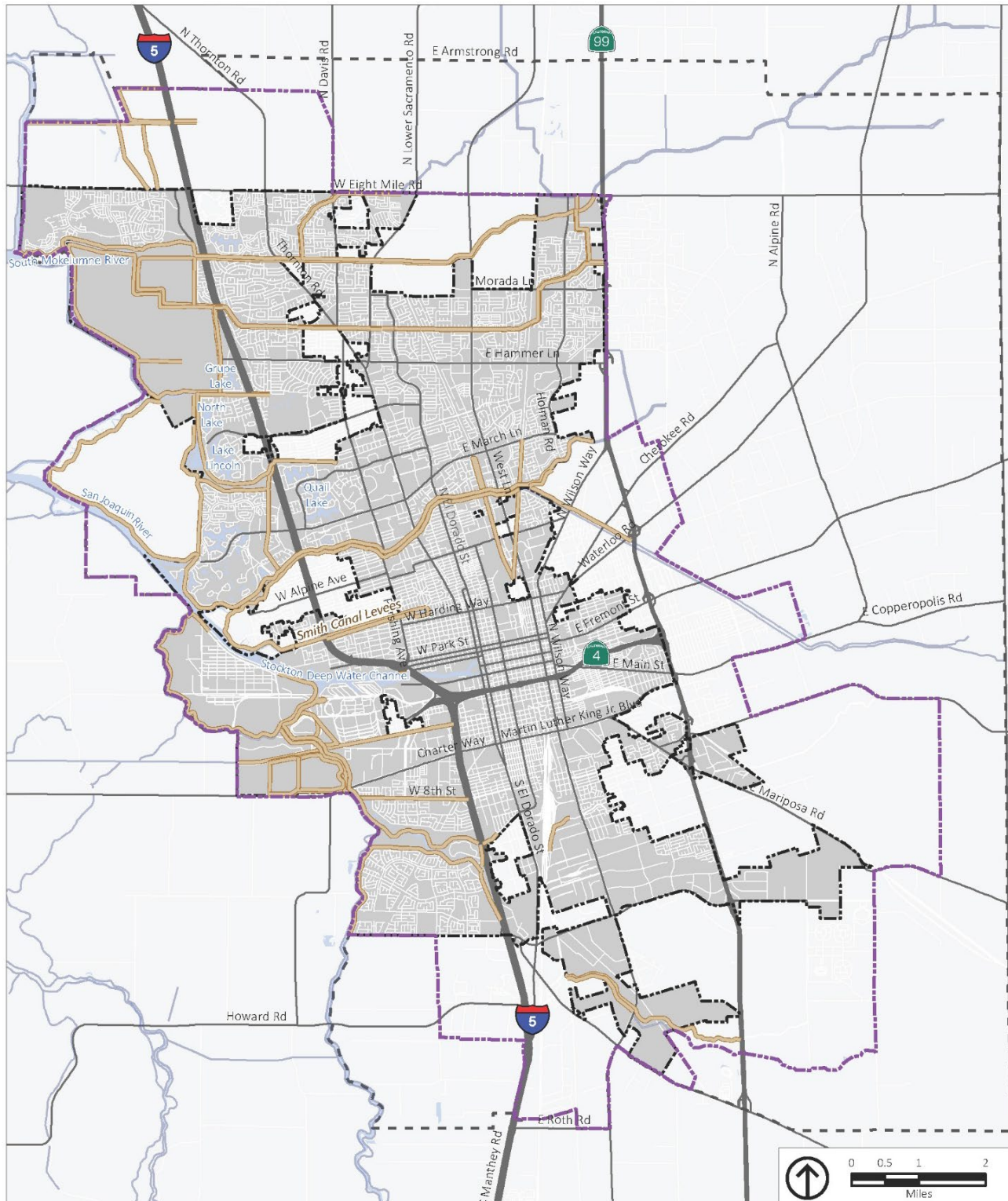
takes place over years or decades and is a direct result of climate change. It affects coastal communities as well as those along the San Francisco Bay and into the Sacramento/San Joaquin Delta region. Sea level rise has the potential to inundate homes, businesses, and infrastructure near the shorelines and to cause erosion of coastal lands over time. The sea level rose during the twentieth century, and observations and projections suggest that it will rise at a higher rate during the twenty-first century. San Francisco has recorded an average sea level rise of about 2.0 millimeters (mm) per year since the late nineteenth century. This is comparable to a global average during the twentieth century of 1.4 mm per year, a pace that has not been exceeded in any century since at least 2,800 years ago.³⁸ Rising seas increase the risk of coastal flooding, storm surge inundation, coastal erosion and shoreline retreat, and wetland loss. The cities and infrastructure that line many coasts are already vulnerable to damage from storms, which will likely increase as the sea level continues to rise and inundate areas further inland.

Sea levels in the San Francisco Bay-Delta Estuary are likely to rise at least 0.6 to 1.1 feet (7.2 to 13.2 inches) by 2050, and potentially as high as 1.9 feet (22.8 inches). By the end of the century, sea levels are likely to rise to at least 1.2 to 3.4 feet (14.4 to 40.8 inches), and potentially as high as 6.9 feet to 10.2 feet (82.8 to 122.4 inches).³⁹ The Delta Stewardship Council has mapped levels of flooding associated with sea level rise under two scenarios: deterministic and probabilistic. The deterministic scenario shows areas that are expected to be underwater given a particular amount of sea level rise. The probabilistic scenarios show the likelihood that a particular area will be underwater as a result of sea level rise by a certain year.⁴⁰ Figure 14 shows sea level rise for Stockton under the deterministic scenario by 2050. Figures 15 and 16 show the probabilistic sea level rise for Stockton by 2050 and 2085, respectively.

There are a range of factors that impact water levels in the San Joaquin Delta, including inflows (from local and upstream precipitation), San Joaquin Delta exports, astronomical tides, atmospheric effects (pressure and wind), and flow control operations. Regional and local land subsidence further complicates local sea level trends for the Delta region. Decomposition of drained and converted marsh and peat soils within diked Delta islands

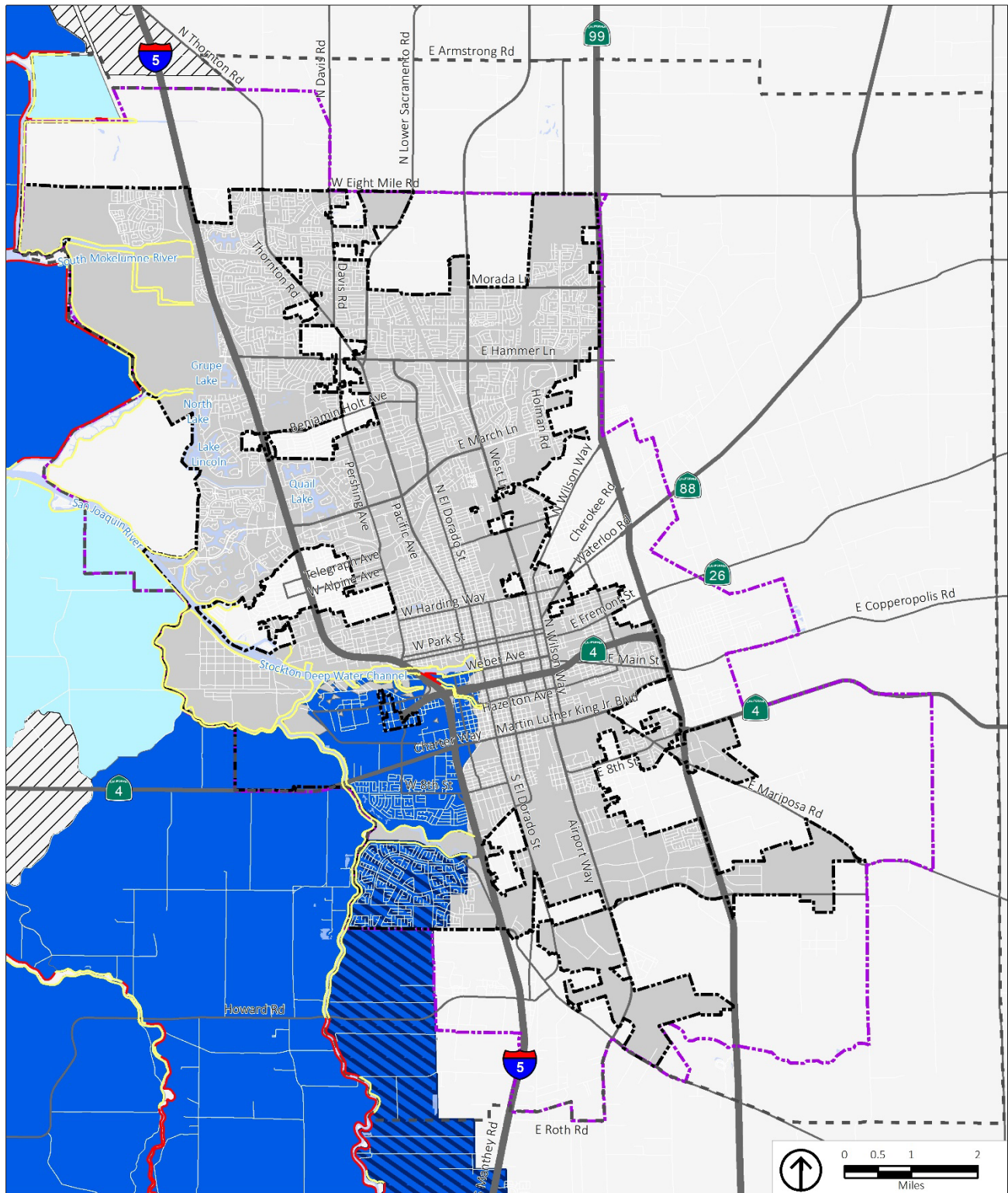
have caused much of the Delta region to lie below sea level—in some places by as much as 15 to 20 feet. Continued land subsidence may increase the relative rate of locally observed sea level change for the Delta area when comparing water levels to local land elevations.⁴¹

The San Francisco Bay Conservation and Development Commission requires that shoreline protection projects, such as levees and seawalls, be designed to withstand the effects of projected sea level rise and be integrated with adjacent shoreline protection. Whenever feasible, projects must integrate hard shoreline protection structures with natural features, such as marsh or upland vegetation, that enhance the Bay ecosystem. The Commission also requires risk assessments for projects within 100 feet of the shoreline; however, as a matter of best practice, development within areas susceptible to sea level rise should be designed for resilience.

Figure 13 Levees

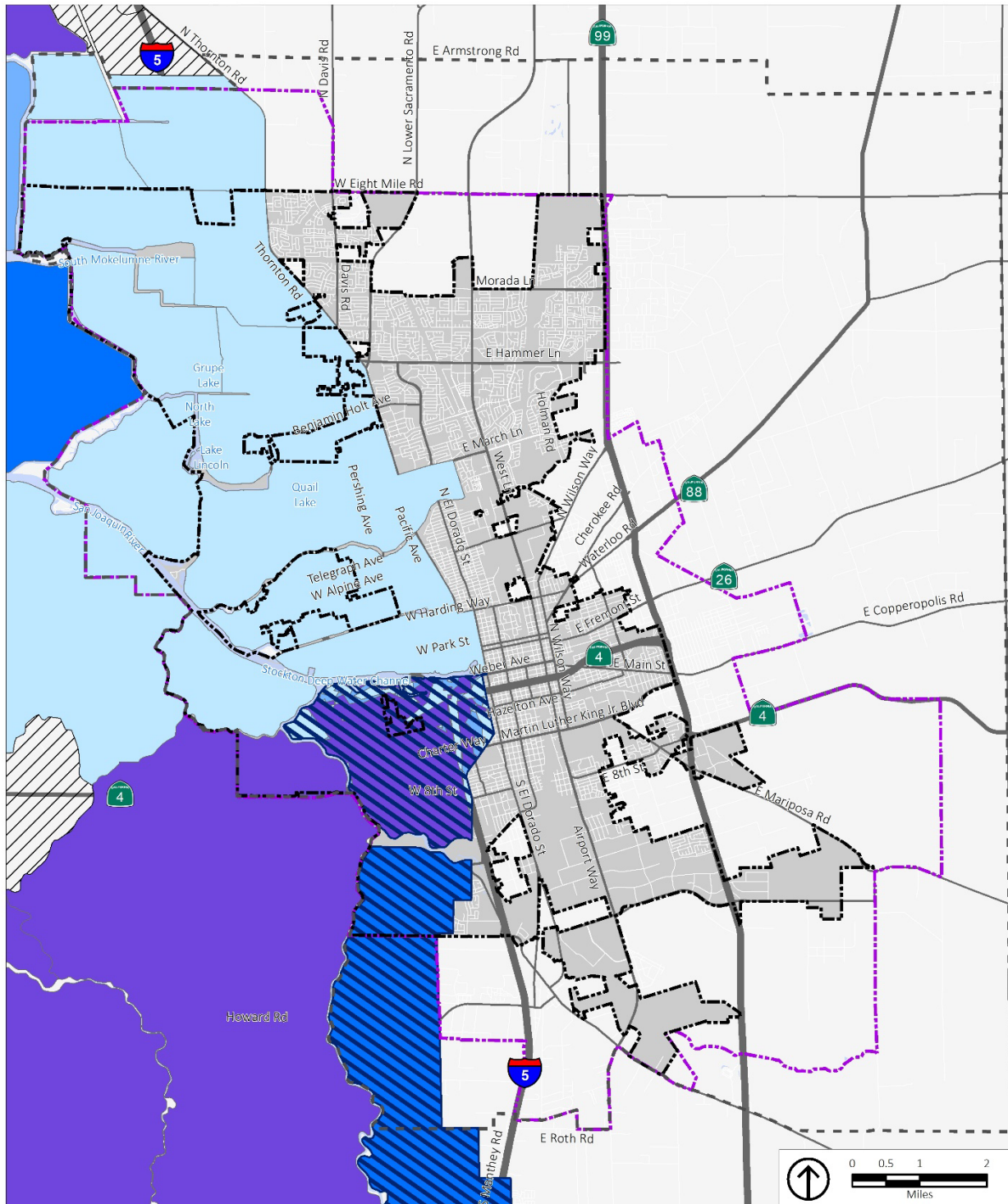
Source: Federal Emergency Management System (FEMA), 2017; PlaceWorks, 2017.

- Levees
- City Limit
- Sphere of Influence/ EIR Study Area
- General Plan Planning Area

Figure 14 Sea Level Rise Projections: 2050 (Deterministic)

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

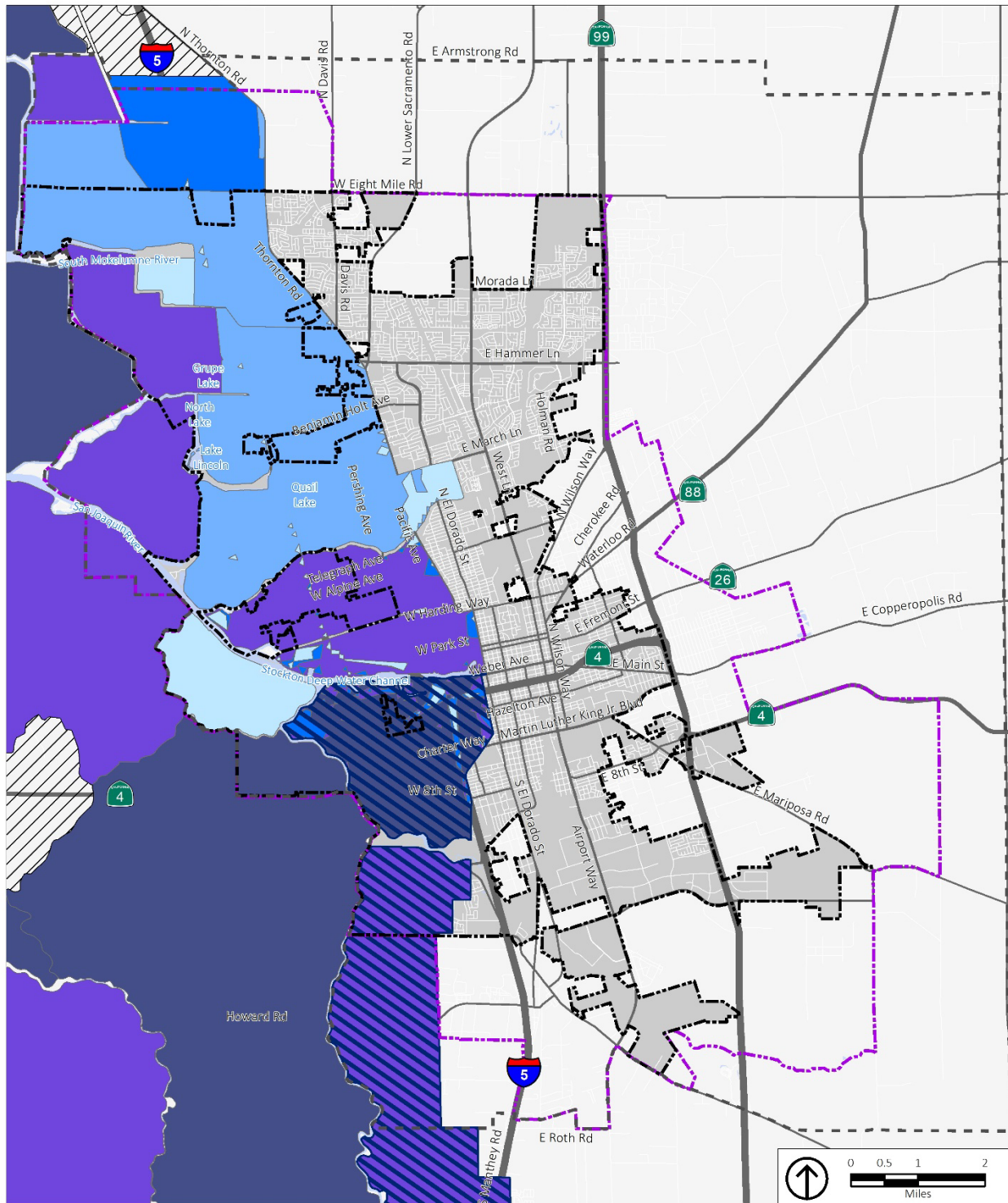
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| <ul style="list-style-type: none"> General Plan Planning Area City Limit Sphere of Influence | <ul style="list-style-type: none"> Improbable Overtopping Probable Overtopping Not Modeled High Risk of River Flooding | <ul style="list-style-type: none"> 2050 Conditions 100-Year Flood With 2 feet of Sea Level Rise Flooding (mitigable with flood fighting) Flooding |
|---|---|---|

Figure 15 Sea Level Rise Projections: 2050 (Probabilistic)

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

Flood Hazard for 2050 Probabilistic Conditions

	Annual Chance	Return Period	Chance over 10 years
General Plan Planning Area	10%	Less than 10 years	Greater than 65%
City Limit	2-10%	10 to 50 years	18% to 65%
Sphere of Influence	1-2%	50 to 100 years	10% to 18%
Not Modeled	.5-1%	100 to 200 years	5% to 10%
High Risk of River Flooding	<.5%	Greater than 200 years	Less than 5%

Figure 16 Sea Level Rise Projections: 2085 (Probabilistic)

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

Flood Hazard for 2085 Probabilistic Conditions

	Annual Chance	Return Period	Chance over 10 years
General Plan Planning Area	10%	Less than 10 years	Greater than 65%
City Limit	2-10%	10 to 50 years	18% to 65%
Sphere of Influence	1-2%	50 to 100 years	10% to 18%
Not Modeled	.5-1%	100 to 200 years	5% to 10%
High Risk of River Flooding	<.5%	Greater than 200 years	Less than 5%

2.3.7 Dam Failure

A dam failure is an uncontrolled release of water from a reservoir through a dam because of structural failures or deficiencies in the dam, usually associated with intense rainfall or prolonged flooding. Dam failures can range from minor to catastrophic and can potentially harm human life and property downstream from the failure. In addition, **ecosystems** and habitats are destroyed because of waters flooding them. In a dam failure scenario, the greatest threat to life and property typically occurs in the areas immediately below the dam, since flood depths and discharges generally decrease as the flood wave moves downstream. The primary danger associated with dam failure is high-velocity flooding downstream and limited warning times for evacuation.

Although dam failures are very rare, they are not unprecedented. There are four major causes of dam failures:

- **Overtopping:** These failures occur when a reservoir fills too high with water, especially in times of heavy rainfall, leaving water to rush over the top of the dam. Other causes of this type of failure include settling of the crest of the dam or spillway blockage.
- **Foundation defects:** These failures occur as a result of settling in the foundation of the dam, instability of slopes surrounding the dam, uplift pressures, and **seepage** around the foundation. All these failures result in structural instability and potential dam failure.
- **Piping and seepage failures:** These failures occur as a result of internal erosion caused by seepage and erosion along hydraulic structures such as the spillways. Erosion may also be caused by animal burrows and cracks in the dam structure.
- **Conduit and valve failure:** These failures occur as a result of problems with valves and conduits.

Many dam failures are also the secondary result of other natural disasters, such as earthquakes, landslides, extreme storms, or heavy snowmelt. Other causes include equipment malfunction, structural damage, and sabotage.

Stockton is within the inundation areas of four major dams: the New Hogan Dam on the Calaveras River, the New Melones Dam on the Stanislaus River, the Camanche Dam on the Mokelumne River, and the Don Pedro Dam across

the Tuolumne River at the Don Pedro Reservoir. Figure 17 illustrates areas in the city that would be affected by inundation if any of these dams failed. The majority of the city is within the dam inundation area of the New Hogan Dam and Don Pedro Dam, and the west half of the city is in the dam inundation area of the New Melones Dam and Camanche Dam⁴². Failure of any of these dams would give residents about seven hours to evacuate. Other major regional dams could also affect Stockton, but would have longer warning times.

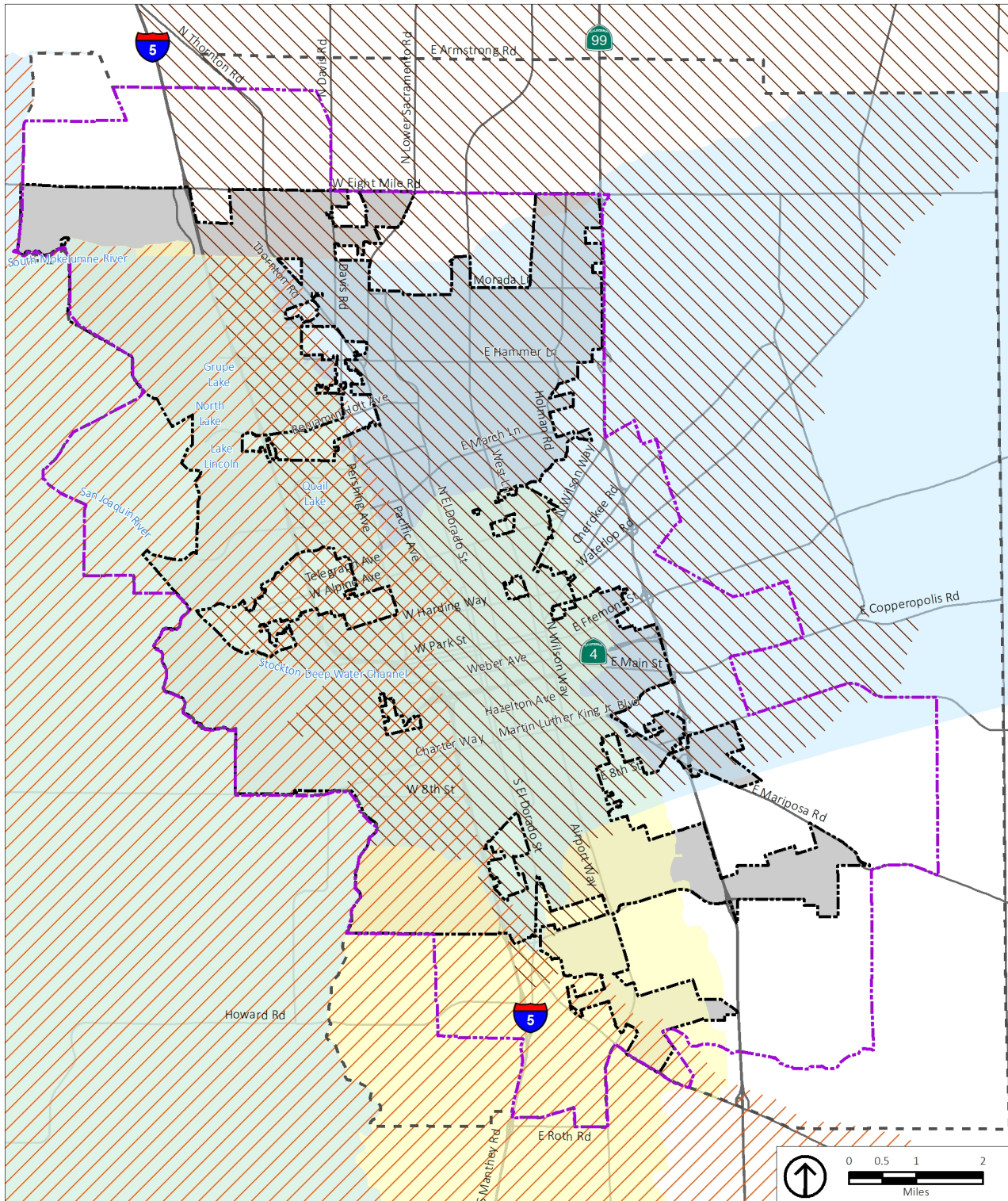
The New Hogan Dam is owned and operated by the USACE, the New Melones Dam is operated by the US Bureau of Reclamation; the Camanche Dam is owned and operated by the East Bay Municipal Utilities District; and the Don Pedro Dam is owned and operated by the Modesto Irrigation District (MID) and Turlock Irrigation District (TID) and falls within the jurisdiction of the California Division of Dam Safety.

The USACE's Dam Safety Program conducts dam inundation risk assessments and repairs and rehabilitates dams deemed to be at high risk.

The Bureau of Reclamation's Dam Safety Program works to perform site evaluations and identify dams in need of corrective action or which pose a near-term or elevated threat to the public.

The Division of Dam Safety inspects dams on an annual basis to ensure the dam is safe and performing as intended. Dams are also assessed for seismic stability and are projected to withstand the maximum credible earthquake.

The Federal Energy Regulatory Commission, as required by federal law, has reviewed and approved comprehensive emergency action plans (EAP) for each of these dams. The EAPs minimize the threat to public safety and the response time to an impending or actual sudden release of water from project dams. EAPs are also designed to provide emergency notification when floodwater releases present the potential for major flooding.

Figure 17 Dam Inundation

2.3.8 Past Occurrences

Floods are a regular feature in California and cause the second-greatest number of disaster declarations in the state. Stockton and the greater San Joaquin County have been subject to periodic flooding, including:

- 1950: Almost 14,000 acres of the Delta flooded, washing out the Southern Pacific Railroad tracks and U.S. 50 west of Stockton.
- 1955 to 1956: Extensive flooding occurred along the eastern tributaries of the San Joaquin River. This event had the highest flows as recorded on the Calaveras River at Bellota, with approximately 1,500 acres of Stockton inundated to depths of six feet for as long as eight days.⁴³
- 1958: Approximately 250,000 acres from Stockton to Fresno along the San Joaquin River flooded, in part due to prolonged and unusually voluminous snowmelt from the Sierra Nevada.
- 1972: The San Joaquin River breached the Andrus Island levee 6 miles south of Isleton between Bruno's Yacht Harbor and Spindrift Resort, about 20 miles northwest of Stockton. The breach eventually grew to 300 feet long, flooding Highway 12, the low-lying residential area of Isleton, and portions of Andrus and Brannan Islands, in some places up to 20 feet deep. At least 1,400 Isleton residents were evacuated as well as 1,500 residents from the Andrus and Brannan Islands. A full year after the levee break, more than one-third of the residents had neither moved back into their homes nor begun to rebuild. Officials estimated that damages were \$21.8 million, slightly more than half of that from crop loss and saltwater damage to farmland. The cost for levee repairs was put at \$800,000, and \$500,000 went to pump the 20 square miles of flooded land dry. More than \$1.5 million in federal disaster relief was made available. No definitive cause was ever determined for the levee breach.⁴⁴
- 1997: Flooding resulted in a voluntary evacuation of the Weston Ranch area of Stockton at the north end of Mossdale Tract. While it did not directly damage areas of Stockton, 1,842 residences and businesses were affected in San Joaquin County. Significant flood-fighting efforts were conducted by Reclamation Districts 404 and 17 at

breaches upstream of Mossdale Tract along the San Joaquin and Stanislaus Rivers. Estimated damages in San Joaquin County were approximately \$80 million.⁴⁵

- 2004: The Upper Jones Tract levee near Woodward Island failed, flooding the island, creating \$100 million in damages, and threatening the state's water supply.⁴⁶ The island, which lies approximately 10 feet below sea level, required three weeks to repair the breach, and an additional five months for dewatering.

2.3.9 Potential Changes to Flood Risk in Future Years

Likelihood of Future Occurrence

The city's proximity to the Delta, relatively low elevation, and potential to experience heavy rains mean that flood will continue to pose a significant hazard to the community.

Floodplains can change over time. The floodplain and watercourse of a stream can be affected by anthropogenic (human) influences, such as the development of land into residential or commercial structures and the resulting reduction of pervious land (resulting in increased stream flow), the construction of bridges or culverts, or the creation of levees or other impoundment structures that control the flow in the watercourse.

Sea levels have risen in the Bay and Delta and are expected to continue to rise over the coming century. Sea levels will rise slowly and increase impacts of other coastal hazards, such as shoreline erosion and subsidence.

The potential for a dam failure event in Stockton is likely to remain a risk in future years, although the odds of such events are expected to remain very low.

Climate Change and Flooding

Climate change is expected to increase the severity of flooding. Although climate change may not change average precipitation levels significantly, scientists expect that it will cause more years with extreme precipitation events that drop enough precipitation over a short enough period to cause flooding. Floods are thus expected to occur more often in Stockton, and climate change may expand the parts of the city that are considered prone to flood. By 2050, an addition 29,550 residents of Stockton

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are expected to be exposed to flooding, and 55,690 by the end of the century.⁴⁷

Although there is no doubt that sea levels have risen and will continue to rise over the coming century, it is difficult to predict with certainty how much the sea level will rise within a given time frame. The uncertainties increase over time (i.e., the uncertainties associated with 2100 projections are greater than those associated with 2050 projections) because of uncertainties in future greenhouse gas (GHG) emissions, the sensitivity of climate conditions to GHG concentrations, and the overall capabilities of climate models. Nonetheless, rising seas increase the risk of tidal flooding, storm surge inundation, levee failure, coastal erosion and shoreline retreat, and wetland loss. The impacts to the community are compounded when atmospheric rivers coincide with king tides. King tides bring unusually high water levels and can cause local tidal flooding. By 2050, rising sea levels will more than double the probability of flooding if levees are not actively improved. Drainage of Delta islands will also be more difficult, impairing agriculture.⁴⁸

There are some indirect effects of climate change that may also increase flooding in the city. Climate change is expected to increase the frequency and severity of droughts, which cause soil to dry out and become hard. When precipitation does return, more water runs off the surface than is absorbed into the ground, which can lead to floods. In addition to the pressure resulting from sea level rise, climate change will result in increased severity of winter storms, particularly in El Niño years.* Such weather events will result in higher levels of seasonal flooding than currently. This too will strain levees and increase floodplain areas. More intense storms and increased runoff could impact Delta water quality by increasing sediment load or contaminants from urban and agricultural runoff.⁴⁹

Future flooding is anticipated to impact safety facilities (fire stations, police stations, and hospitals); schools; water infrastructure; flood infrastructure; wastewater treatment facilities; and hundreds of miles of critical infrastructure supporting energy, utilities, and transportation, potentially

resulting in economic disruption across the Delta region.⁵⁰ Increased frequency and severity of Delta flooding could have significant impacts on some of Stockton's most vulnerable residents. Approximately 65 percent of the Delta's population that could be exposed to the 100-year flood by 2050 reside in areas with high concentrations of socially vulnerable residents.⁵¹ The City of Stockton has high concentrations of socially vulnerable block groups and constitutes a significant percentage of the Delta population exposed to flooding. Increases in damaging flood events will cause greater property damage, public health and safety concerns, displacement, and loss of life. Displacement of residents can include both temporary and long-term displacement, increase in insurance rates, or restriction of insurance coverage in vulnerable areas.

As sea levels rise and high-flow events become more common, the likelihood of levee overtopping will increase. Levee breaks could cause large amounts of salt water from the Bay to enter the Delta and would have an adverse effect on Delta water quality and water system operations. Saltwater intrusion could take months to dissipate, depending on the severity of the levee break and the degree of intrusion.⁵²

Of the ecosystems currently protected by levees in the Delta region, 73 percent are at risk of flooding due to levee overtopping resulting from a combination of sea level rise and storm events. By 2085, rising sea levels will cause all critical remaining tidal wetland ecosystems in the Delta to transition to different plant communities or drown completely.⁵³

2.4 HAZARDOUS MATERIALS

Hazardous materials are materials that pose a significant risk to public safety or human or environmental health. These include toxic chemicals, flammable or corrosive materials, petroleum products, and unstable or dangerously reactive materials. They can be released through human error, malfunctioning or broken equipment, or as an indirect consequence of other emergencies (e.g., if a flood damages a hazardous

* El Niño is a naturally occurring climate pattern associated with warming of the ocean surface temperatures in the central and eastern tropical Pacific Ocean, which can significantly influence weather patterns and ocean conditions globally. El Niño occurs on average every 2 to 7 years, and episodes typically last 9 to 12 months. El Niño has its largest impacts during the winter. In the winter, El Niño typically brings milder weather to the northern parts of the United States and wetter conditions across the southern United States.

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material storage tank). Hazardous materials can also be released accidentally during transportation as a consequence of vehicle accidents.

A release or spill of bulk hazardous materials could result in fire, explosion, toxic cloud, or direct contamination of water, people, and property. The effects may involve a local site or many square miles. Health problems may be immediate, such as corrosive effects on skin and lungs, or gradual, such as the development of cancer from a carcinogen. Damage to property could range from immediate destruction by explosion to permanent contamination by a persistent hazardous material.

Most hazardous materials in the region are transported on truck routes along major roadways that pass through Stockton, such as I-5, SR-99, SR-4, SR-26, and SR-88; via the Port of Stockton; and along the Union Pacific Railroad. Transporters of hazardous wastes are required to be certified by the United States Department of Transportation, and manifests are required to track the hazardous waste during transport.

Although hazardous materials are carefully regulated today, past activities have left several contaminated sites in Stockton, and there are others where contamination is suspected and investigation is underway. Contamination has resulted from leaking underground storage tanks, disposal of hazardous materials, and various past industrial practices. The potential for accidents and spills means that the City must strive to reduce risks and be prepared for emergencies. The California Department of Toxic Substances Control (DTSC) oversees the environmental cleanup of contaminated sites.

Several state agencies monitor hazardous materials/waste facilities. Potential and known contamination sites are monitored and documented by the Regional Water Quality Control Board and the DTSC. A review of the DTSC EnviroStor database indicates that there are 145 hazardous waste facilities within Stockton, 53 of which require no further remediation. The Regional Board's GeoTracker database shows 553 sites within Stockton that may impact or have the potential to impact water quality. Of these, 403 are leaking underground storage tank sites and 68 are military sites.

The Stockton Fire Department's Hazardous Materials (Haz Mat) Team is charged with mitigating hazardous materials

releases and environmental emergencies. The Haz Mat Team is also responsible for coordinating with State and local authorities to prepare, prevent, respond to, mitigate, and determine the responsible party for a variety of hazardous materials releases.

Hazardous materials and waste in San Joaquin County are managed by the Certified Unified Program Agency (CUPA), a local administrative agency within the San Joaquin County Environmental Health Department. The CUPA consolidates, coordinates, and makes consistent the regulatory activities of several hazardous materials and hazardous waste programs, including Hazardous Materials Management, California Accidental Release Prevention, Hazardous Waste Management, Underground Storage Tanks, Aboveground Storage Tanks, and Emergency Response.

2.4.4 Past Occurrences

Stockton and the greater San Joaquin County area has been subject to periodic hazardous materials incidents; San Joaquin County typically responds to more than 200 incidents per year. Notable hazardous materials incidents occurred in the 1998 Tracy Tire Fire and the 1989 Manteca freight train derailment.

2.4.5 Potential Changes to Hazardous Materials in Future Years

Likelihood of Future Occurrence

Given the presence of the Port of Stockton, Union Pacific Railroad, and several major highways within Stockton, as well as the centrality of the shipping and logistics industries to the region's economy, there is a high chance that hazardous materials will continue to be transported in the community. Though the likelihood of a major hazardous materials incident may be small, minor and moderate-scale hazardous materials spills will likely continue to occur.

Climate Change and Hazardous Materials

Climate change is unlikely to substantially affect hazardous materials transportation incidents or conditions relating to the exposure of pollution and contamination in the community. However, increases in the frequency and intensity of hazards, such as floods, landslides, and severe storms, may create a greater risk of hazardous materials releases during these events.

2.5 DROUGHT

A drought is an extended period when precipitation levels are well below normal and is a normal part of the climate cycle. Drought may cause losses to agriculture; affect domestic water supply, energy production, public health, and wildlife; or contribute to wildfire. Like most of California and the western United States, Stockton chronically experiences drought cycles. Drought impacts the city's water supply, which in severe instances, ultimately makes less water available for people, businesses, and natural systems.

Less snow falling in mountainous areas causes water levels in lakes and reservoirs to drop, which can affect recreation activities. Local ecosystems that are not well adapted to drought conditions can be more easily harmed. Droughts can also indirectly lead to more wildfires, and the stress caused by water shortages can weaken plants, making them more susceptible to pests and diseases.

The U.S. Drought Monitor recognizes a five-point scale for drought events: D0 (abnormally dry), D1 (moderate drought), D2 (severe drought), D3 (extreme drought), and D4 (exceptional drought). As of May 2023, San Joaquin County, including Stockton, was not in drought conditions, although the County was in a state of extreme to exceptional drought as recently as December 2022. During severe drought conditions, water shortages are common and water restrictions may be imposed to meet essential community needs.

2.5.4 Water Supply

Two water purveyors serve the city—California Water Service Company Stockton District (Cal Water) and the City of Stockton Municipal Utilities Department (COSMUD). Cal Water serves the central part of the city, and COSMUD serves the northern and southern parts of the city. Cal Water and COSMUD water supplies consist of purchased water and groundwater. Both Cal Water and COSMUD purchase water from the Stockton East Water District (SEWD), which obtains supplies from the New Hogan Reservoir on the Calaveras River and the New Melones Reservoir on the Stanislaus River. Both obtain groundwater from the East San Joaquin Subbasin of the San Joaquin Valley Groundwater Basin. Cal Water Stockton District obtains approximately 84 percent of its water from SEWD.

COSMUD also obtains surface water from the Mokelumne River via the Woodbridge Irrigation District (WID) and from the San Joaquin Delta via the Delta Water Supply Project.⁵⁴ WID's water supply is from the Mokelumne River. This water augments supply if diversions from the San Joaquin River are not available due to environmental restrictions. The water is conveyed through WID's Wilkerson Canal and Pixley lateral pipeline for treatment and conveyance to the water distribution system. In 2020, COSMUD obtained approximately 20 percent of its water from SEWD, 25 percent from WID, 25 percent from groundwater, and 30 percent directly from the San Joaquin River.

The City's primary water sources during base years are surface water from the San Joaquin River and WID and purchased water from SEWD. These water supply sources complement each other; when water diversion from the San Joaquin River is curtailed due to environmental restrictions, COSMUD obtains supplemental water supply from WID. Groundwater supply is used to meet increased water demands primarily in the summer months.

The COSMUD Water Shortage Contingency Plan (WSCP) projects that COSMUD will have adequate water supply through 2045 for normal year, single dry, and multiple dry year water supply conditions.⁵⁵ The COSMUD WSCP also contains water conservation provisions to be implemented in the event of a water shortage. These include expanding public education about water conservation, restricting uses of potable water, implementing or modifying a drought rate structure, increasing water waste patrols, and reducing system water loss. Should the COSMUD water supply portfolio prove insufficient to meet the planned demands of its customers, COSMUD may augment its water supply by engaging in exchanges and transfers with other water providers. COSMUD may also activate standby wells in the North and South Stockton water service areas to address shortages in surface water supplies.

Cal Water expects that its combination of purchased water and groundwater supply for the Stockton District will fully meet future demands under all hydrological conditions, including normal, single dry, and multiple dry years.⁵⁶ Cal Water's WSCP defines specific policies and actions that will be implemented at various shortage level scenarios. The WSCP includes six levels to address

shortage conditions from up to 10 percent to greater than 50 percent shortage, identifies a suite of demand mitigation measures for the Stockton District to implement at each level, and identifies procedures for the Stockton District to annually assess whether a water shortage is likely in the coming year. Demand reduction measures include restricting uses of potable water, expanding rebates for water efficiency upgrades, implementing or modifying a drought rate structure, increasing water waste patrols, and reducing system water loss.

Groundwater Resources

The San Joaquin Valley Groundwater Basin is divided into several subbasins. Most of Stockton is above the Eastern San Joaquin Subbasin, which is classified as critically overdrafted.

Historically, average groundwater elevations have declined about 1.7 feet per year, creating a gradient that allows saline water underlying the Delta region to migrate northeast in the southern portion of the City's Planning Area. This flow from the Delta area is significant because it moves poor-quality water eastward toward the Stockton area. Degradation of water quality due to saline migration threatens the long-term sustainability of the underlying basin. Salt-laden groundwater is unusable for urban drinking water needs and for irrigating crops. However, demand for water in San Joaquin County has declined since the 1990s, and long-term groundwater elevations suggest water level recovery in some areas.⁵⁷

The Eastern San Joaquin Subbasin is recharged by water from various sources, including streams, percolation of rainfall and irrigation water, inflow from other groundwater basins, and intentional recharge at numerous facilities. Intentional recharge is conducted in recharge ponds and on some farm fields, with compensation to landowners.⁵⁸

Several agencies in the Eastern San Joaquin and Tracy Subbasins have become groundwater sustainability agencies under the Sustainable Groundwater Management Act, including the City of Stockton, San Joaquin County, the East Stockton Water District, Central San Joaquin Water Conservation District, and South San Joaquin Groundwater Sustainability Agency. The Eastern San Joaquin County Groundwater Basin Authority (GBA), a joint powers agency, was established in 2001 to

collectively develop locally supported projects to strengthen water supply reliability in eastern San Joaquin County. The GBA issues annual reports for the subbasin and prepares the Eastern San Joaquin Groundwater Basin Groundwater Sustainability Plan (GSP), intended to achieve a sustainable withdrawal-recharge balance in the subbasin by 2040.

Although the Basin as a whole is considered overdrafted, groundwater conditions vary spatially within the Basin. In the vicinity of the Stockton District, groundwater conditions (as represented by water levels measured in the District's wells) have been generally stable over the long term, varying within a relatively small and consistent range of approximately 20 feet over the past 25 years. These conditions indicate that overdraft is not occurring in the local vicinity of the City of Stockton and the Stockton District.⁵⁹

Water quality issues have been detected on the west side of the subbasin, some of which are from wells underlying the city. The GSP outlined the need to reduce basinwide overdraft conditions and identified 23 projects for potential development that, along with management actions, either replace groundwater use or supplement groundwater supplies to meet current and future water demands. The 23 potential projects in the GSP represent a variety of project types, including direct and in-lieu recharge, intra-basin water transfers, demand conservation, water recycling, and stormwater reuse, to be undertaken by the member agencies.⁶⁰

2.5.5 Past Occurrences

Droughts occur periodically across California and drought conditions have been present in Stockton and the greater San Joaquin area numerous times. Noteworthy countywide droughts occurred in 1977, 1990, 2002, 2004, 2008, 2014-2017, and 2020-2023.

2.5.6 Potential Changes to Drought in Future Years

Likelihood of Future Occurrence

Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically, affecting different sectors in different ways and with varying intensities. Adequate water is the most critical issue for commercial and domestic use. As the

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population in the city continues to grow, so will the demand for water. However, water supply is currently considered adequate to meet projected water needs through the year 2045. The COSMUD and Cal Water 2020 Urban Water Management Plans demonstrate that Stockton has adequate capacity to accommodate its water demand through 2045 through a diversified and resilient portfolio that includes conservation programs.

Based on historical information, the occurrence of drought in California, including San Joaquin County, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts is often extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on comparing observed precipitation with what is normal (climatologic); comparing soil moisture and crop conditions with what is normal (agricultural); or by looking at how much water is contained in snow, the level or flow rate of moving water, water in reservoirs, or groundwater levels (hydrologic). How individuals recognize drought depends on the ways that it affects them. The impacts from drought include reduction in water supply and an increase in dry fuels.

Drought and Climate Change

Although droughts are a regular feature of California's climate, scientists expect that climate change will lead to more frequent and intense droughts statewide. Overall, precipitation levels are expected to stay similar and may even increase in some places. However, the state's current data say that there will be more years with extreme levels of precipitation, both high and low, as a result of climate change. This is expected to cause more frequent and intense droughts compared to historical norms. Climate change will reduce reservoir storage in all year types, meaning less water can be carried over from one year to the next, increasing the water supply system's vulnerability to drought. In addition, the type of extreme drought that California experienced from 2012 to 2016 will be five to seven times more likely to occur by 2050. These changes will result in greater water shortages, especially in dry years.⁶¹

In the past, Delta water quality has been compromised during droughts, as salt water is able to penetrate further into the Delta when freshwater flows are reduced. Future

drought combined with sea level rise may once again compromise Delta water quality and expose more acres of Delta agriculture to more salt water than historically.⁶²

Drought conditions can cause soil to dry out and become hard, so that when precipitation does return, more water runs off the surface than is absorbed into the ground, which can lead to floods. Higher air temperatures are expected to increase evaporation, causing more water loss from lakes and reservoirs, exacerbating drought conditions. Reduced winter precipitation levels and warmer temperatures have greatly decreased the size of the Sierra Nevada snowpack (the volume of accumulated snow), which in turn makes less freshwater available for communities throughout California, including the imported water supply for Stockton. Continued decline in the Sierra Nevada snowpack volume is expected, which may lead to lower volumes of available imported water.

In the Mokelumne/Amador/Calaveras area (origin of the Mokelumne and Calaveras Rivers), the state Cal-Adapt database indicates the snowpack levels (i.e., snow water equivalent) in the spring are expected to decline from a historical average of 815.4 inches to as low as an average of 118.1 by the middle of the century (2051 to 2070). In the Tuolumne-Stanislaus area (origin of the Tuolumne and Stanislaus Rivers), snowpack levels in the spring are expected to decline from a historical average of 1,765.3 inches to as low as an average of 565.3 by the middle of the century (2051 to 2070). Within the Madera region (origin of the San Joaquin River), snowpack levels in the spring are expected to decline from a historical average of 942.8 inches to as low as an average of 288.4 inches by the middle of the century.

Climate change is expected to cause more precipitation to fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack by as much as 70 to 90 percent. How much snowpack will be lost depends in part on future precipitation patterns, the projections for which remain uncertain. However, even under wetter climate projections, the loss of snowpack would pose potential water shortage issues and exacerbate drought conditions. The operation of storage reservoirs could be impacted by shifting runoff and snowmelt patterns, making it more difficult to refill reservoir flood control space during late spring or early summer and

potentially reducing the amount of surface water available for use during the summer/fall season.⁶³

Drought and other climate change impacts may exacerbate existing water affordability issues. In the short term, drought can contribute to increased water rates because water utilities may have to enact temporary charges to cover costs when mandatory or voluntary restrictions lead to declining water use. Longer term, utilities are weighing options to adapt to increased frequency and intensity of droughts by diversifying their water supply portfolios, purchasing or developing costlier water supplies, or pumping groundwater from greater depths. Increased frequency of droughts may also contribute to harmful algal blooms and degrade raw water quality, requiring drinking water treatment system upgrades.⁶⁴

Increasing frequency and severity of droughts will likely have negative impacts on Delta agriculture. Drought, especially in combination with other climate change stressors and hazards such as extreme heat, may reduce crop productivity. Reductions in agricultural productivity would disproportionately impact low-income agricultural laborers, who would be more likely to lose their jobs first and tend to have fewer resources to cope with drought and other climate change impacts. Agricultural adaptation strategies to cope with drought, such as shifting to less labor-intensive crops and increasing groundwater use, can result in increased vulnerability for farmworkers.⁶⁵

Projected reductions in spring and fall precipitation and increased interannual precipitation variability will stress Delta species, favor less diverse species assemblages, and lead to increased presence of nonnative species.

2.6 FIRE HAZARDS

Fire hazards include both wildfires and urban fires. Though the city is vulnerable to both kinds of fire threats, the climatic and vegetative conditions in Stockton are generally not conducive to the spread or development of wildfires.

2.6.4 Wildfires

Wildfires occur on mountains, hillsides, and grasslands. Fuel, weather, and topography are primary factors that affect how wildland fires spread. Wildfire risk in San Joaquin County is generally low.

Wildfire Smoke

Greater frequency of regional fires can create recurrent air quality degradation, leading to respiratory health effects. Wildfire smoke consists of a mix of gases and fine particulate matter from burning vegetation and materials. The pollutant of most concern from wildfire smoke is fine particulate matter (PM_{2.5}). PM_{2.5} from wildfire smoke is damaging to human health due to its ability to deeply penetrate lung tissue and affect the heart and circulatory system. Although wildfire smoke presents a health risk to everyone, sensitive groups may experience more severe acute and chronic symptoms from exposure to wildfire smoke, such as children, older adults, people with chronic respiratory or cardiovascular disease, or people experiencing low socioeconomic status.

Public Safety Power Shutoff Events

High winds can bring tree branches and debris into contact with energized lines, damage equipment, and ignite a wildfire. As a result, PG&E sometimes turns off power during severe weather to help prevent wildfires. This is called a public safety power shutoff.

San Joaquin County and the City of Stockton have been subject to PSPS events and warnings during severe weather events, most notably in October 2021.

Wildland-Urban Interface Fires

The wildland-urban interface (WUI) is an area where buildings and infrastructure (e.g., cell towers, schools, water supply facilities) mix with areas of flammable wildland vegetation. There are two types of WUI: interface and intermix communities. Intermix WUI refers to areas where housing and wildland vegetation intermingle, and interface WUI refers to areas where housing is in the vicinity of a large area of dense wildland vegetation. In addition, the Wildfire Influence Zone refers to an area made up of wildfire-susceptible vegetation up to 1.5 miles from the WUI, and the threat zone is an additional strip of vegetation modified to reduce flame heights and radiant heat.

The WUI is where most buildings are destroyed by wildfire in California.⁶⁶ The interface WUI in California contains approximately 50 percent of the buildings destroyed by wildfire, and the intermix WUI contains approximately 32 percent. Human-caused fires are the leading cause of wildland fires, and with thousands of people living near

and visiting wildland areas, the probability of human-caused fires is growing.

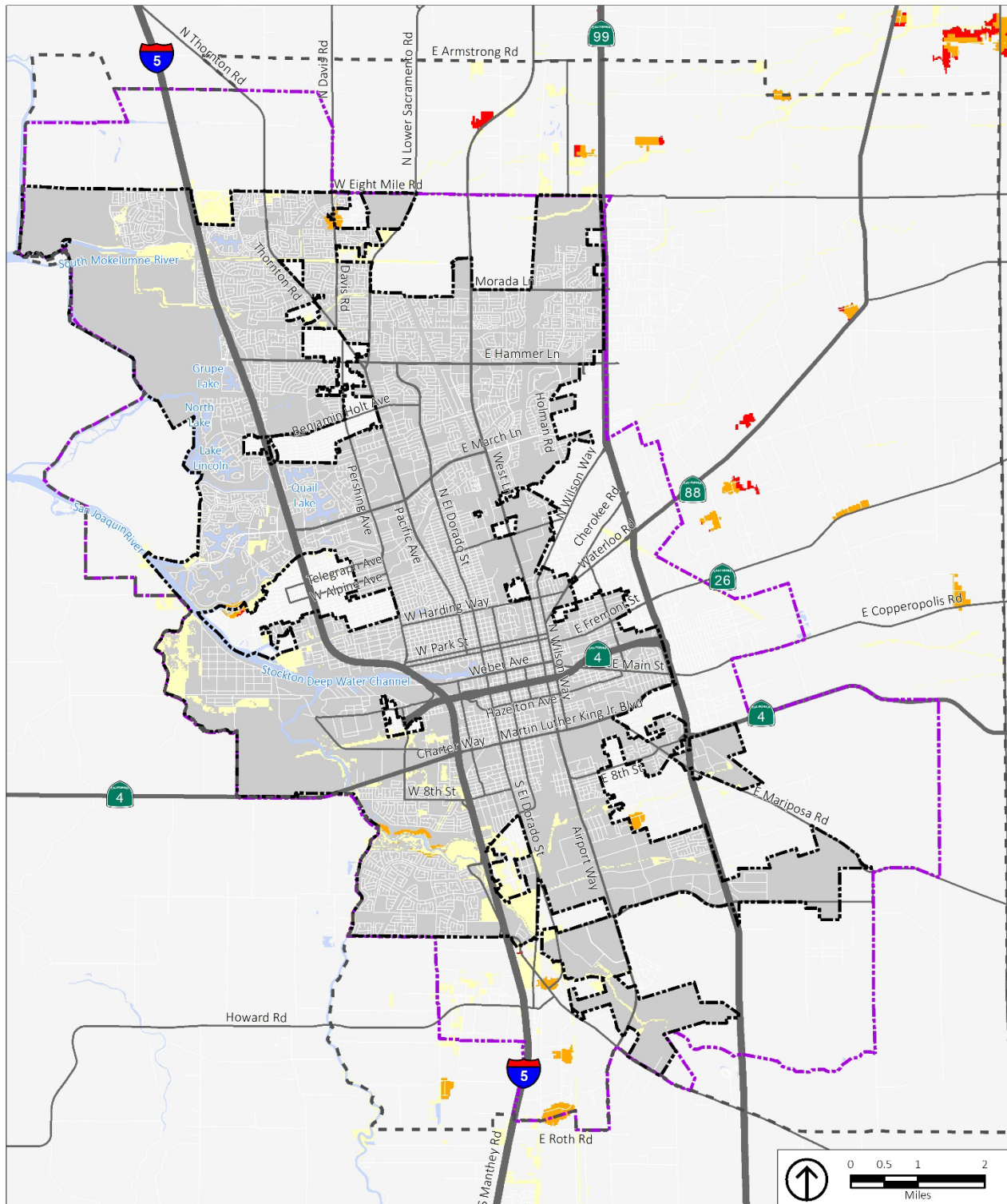
The city of Stockton contains small areas of WUI scattered throughout the city (see Figure 18).

Structural Fires

Stockton is at risk from structural fires. These fires occur in built-up environments, destroying buildings and other human-made structures. Structural fires are often due to faulty wiring or mechanical equipment and combustible construction materials. The absence of fire alarms and fire sprinkler systems are often conditions that exacerbate the damages associated with a structural fire. Structural fires are largely from human accidents, although some fires may be started deliberately (arson). Older buildings that lack modern fire safety features may face greater risk of damage from fires. To minimize fire damage and loss, the City's Fire and Building Codes, based on the California Fire and Building Codes, sets standards for building and construction. They require the provision of adequate water supply for firefighting, fire-retardant construction, and minimum street widths, among other things.

2.6.5 Fire Hazard Zones

CAL FIRE (California Department of Forestry and Fire Protection) establishes fire hazard severity zones (FHSZ), designating each as moderate, high, or very high severity. Incorporated areas where local agencies are responsible for fire protection service, such as Stockton, are called Local Responsibility Areas (LRAs). Unincorporated areas where State agencies have responsibility for providing fire protection are called State Responsibility Areas (SRAs). CAL FIRE only designates very high FHSZs in LRAs. There are no very high FHSZs in the city. However, there are notable high and very high FHSZs in neighboring counties, and smoke from fires in these areas could impact local air quality.

Figure 18 Wildland-Urban Interface Zones

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, CalFire 2015

- General Plan Planning Area
- City Limit
- Sphere of Influence
- Wildland/Urban Intermix Zone
- Wildland/Urban Interface Zone
- Wildland/Urban Influence Zone

2.6.6 Fire Protection

Fire protection in Stockton is provided by the SFD, as described in Section 2.1, Public Safety.

2.6.7 Past Occurrences

There is limited detail on historical fires in the Stockton area. However, small- to medium-sized wildfires have periodically occurred in San Joaquin County. In 2018, the Waverly Fire burned 12,300 acres and prompted evacuations and road closures in San Joaquin County. The fire started near the town of Milton.⁶⁷ In 2020, a 150-acre fire burned west of Tracy off Highway 580.⁶⁸ In 2022, the 23-acre Cord Fire was ignited in the community of Clements.⁶⁹

Air quality in Stockton has been impacted by major recent wildfires, most notably the Lightning Complex Fire of 2020, Creek Fire of 2020, and Camp Fire of 2018. All of these fires resulted in elevated levels of particulate matter in San Joaquin County for several days.

2.6.8 Potential Changes to Fire Risk in Future Years

Likelihood of Future Occurrence

Given the limited range of fire hazard areas within and immediately around the city, the likelihood of the city experiencing a large-scale fire is small. However, the city is still susceptible to structural fires and may be affected by wildfire smoke from fires in the broader region.

Climate Change and Wildfire

Warmer weather, reduced snowpack, and earlier snowmelt attributable to climate change are expected to increase wildfire risk due to increased fuel and ignition risks. Additionally, increased flood frequency may exacerbate wildfire risk by facilitating the growth of flammable materials. However, projections from the state's Cal-Adapt database indicate that Stockton's annual wildfire risk is unlikely to change significantly.

However, wildfire risk is generally projected to increase across Northern California, and wildfires are expected to become larger and harder to control, so Stockton will likely continue to be subject to wildfire smoke. Regional wildfires may also interfere with the city's power supply via PSPS events or damage to electricity transmission infrastructure.

2.7 AGRICULTURAL AND ECOSYSTEM PESTS

Though there is limited agricultural land and open space within Stockton itself, San Joaquin County contains significant farmland, including prime farmland and farmland of statewide importance, as well as extensive wetlands and levee systems. Therefore, the county is vulnerable to agricultural and ecosystem pests. Pests that have been of particular concern in San Joaquin County recently include nutria and Russian knapweed.

The nutria is a large, semiaquatic rodent that is native to South America and highly invasive in California. Nutria are regulated as a California Department of Food and Agriculture (CDFA) A-rated pest and California Department of Fish and Wildlife (CDFW) live restricted animal. Nutria are notorious for their ecological and economic impacts, causing extensive damage to wetlands, riparian habitats, restoration efforts, levees and other infrastructure, agriculture crops, and water supplies. In 2018, nutria were found in San Joaquin County near the town of Lathrop. Since then, nutria have been detected and/or captured in Walthall Slough and Riley Slough. These nutria sightings are troubling because the Delta has an extremely fragile levee system. Nutria are known to burrow in levees, which can cause them to collapse.⁷⁰

Russian knapweed has become an invasive nuisance in San Joaquin County. In an effort to minimize spreading, California Department of Food and Agriculture within the San Joaquin County Agricultural Commissioner's Office has released Russian knapweed gall wasps, a biological control method to slow the weed's spread.⁷¹

2.7.1 Potential Changes to Agricultural and Ecosystem Pests in Future Years

Likelihood of Future Occurrence

Agricultural and ecosystem pests will likely maintain a presence in San Joaquin County, though their activity can be at least partially managed via the County's pest-control initiatives.

Climate Change and Agricultural and Ecosystem Pests

Pest activity is likely to increase because higher temperatures caused by global warming allow insects to reproduce more rapidly and increase the activity window

for pests and diseases. Row crops can be affected by fungal pathogens and invasive disease vectors as temperatures continue to rise, affecting the quality and viability of crops.

2.8 EXTREME HEAT

California's Cal-Adapt database of climate change effects defines extreme heat as temperatures that are hotter than 98 percent of the historical high temperatures for the area, as measured between April and October of 1961 to 1990. Days that reach this level are called extreme heat days. In Stockton, the extreme heat threshold is 102.3°F. An event with five extreme heat days in a row is called a heat wave. Extreme heat also takes the form of warm nights when temperatures do not cool down overnight to provide community members with relief from the hot days. This can also cause higher electricity use during the nighttime hours as community residents use more energy to cool homes. In Stockton, a warm night occurs when the temperature stays above 66°F.

Health impacts are the primary concern with this hazard, though economic impacts are also an issue. The Centers for Disease Control and Prevention recognize extreme heat as a substantial public health concern. Historically, data from the National Oceanic and Atmospheric Administration indicate that about 175 Americans succumb to the demands of summer heat every year, although this number has increased in recent years. From 2004 to 2018, studies by the U.S. Department of Health and Human Services indicate an average of 702 deaths annually that are directly or indirectly linked to extreme heat. Following a record-breaking heat wave in 2006, over 16,000 emergency room visits, more than 1,100 hospitalizations, and at least 140 deaths were reported. Because heat events are projected to become more frequent and last longer, preparing for the public health challenges they pose is critical.

People exposed to extreme heat can suffer heat-related illnesses such as heat cramps, heat exhaustion, and (most severely) heat stroke. The elderly, individuals below the poverty level, outdoor workers, immigrant communities, and those experiencing homelessness are among the most vulnerable to extreme heat. Nursing homes and elder-care facilities are especially vulnerable to extreme heat events when power outages occur and air conditioning is not available. In addition, individuals below the poverty level

may be at increased risk to extreme heat if use of air conditioning is not affordable.

Very high temperatures can harm plants, animals, and natural ecosystems that are not well adapted to them. Extreme heat can increase the temperature of water in lakes, streams, creeks, and other water bodies, especially during drought events when water levels are lower. In some cases, water temperatures may exceed comfortable levels for several plants and animals, causing ecological harm. Outdoor workers in construction or landscaping are much more exposed to the elements than most people, so they are more susceptible to extreme heat conditions and the potential illnesses associated with very high temperatures. Indirectly, extreme heat puts more stress on power lines, causing them to run less efficiently. The heat causes more demand for electricity (usually to run air conditioning units), and in combination with the stress on the power lines, may lead to brownouts and blackouts. Wildfire risk increases as vegetation dries out. Damage to roadways, bridges, and other transportation infrastructure may also occur.

Over half of all homes in Stockton—51 percent or 52,737 homes—were constructed prior to 1980, and some may lack air conditioning and effective insulation. People living in these homes, especially vulnerable populations, are at higher risk for heat-related illnesses from extreme heat events.

To help provide relief from the heat, the City opens cooling centers at the Arnold Rue Community Center, Seifert Community Center, Stribley Community Center, and Van Buskirk Community Center during extreme heat days and heat waves. These air-conditioned community spaces provide essential cooling for vulnerable populations, especially those susceptible to heat-related illnesses. Trees and other vegetation in the natural and urban environment also help to lower surface and air temperatures by providing shade and through evapotranspiration. Evapotranspiration, alone or in combination with shading, can help reduce peak summer temperatures by 2°F to 9°F.^{72 73}

2.8.1 Past Occurrences

Warm temperatures are a regular occurrence in Stockton and the greater San Joaquin County area. Significant high heat events in summer 2003 and summer 2006 resulted

in agricultural and economic losses, and the event in 2006 also resulted in 23 casualties.

2.8.2 Potential Changes to Extreme Heat in Future Years

Likelihood of Future Occurrence

Extreme heat tends to occur on an annual basis and is likely to continue occurring annually.

Climate Change and Extreme Heat

The warmer temperatures brought on by climate change are likely to cause an increase in extreme heat events. Depending on the location and emissions levels, the state Cal-Adapt database indicates that the number of extreme heat days in Stockton is expected to rise from a historical annual average of 4 to 23 by the middle of the century (2035 to 2064) and 44 by the end of the century (2070 to 2099), with occasional years experiencing many more extreme heat days. The number of warm nights in Stockton is projected to increase from an annual average of 4 historically to 27 by midcentury and 66 by the end of the century.

Overall, Stockton is expected to see an increase in the average daily high temperatures. Depending on the future severity of climate change, the Cal-Adapt database indicates that the annual average maximum temperature is expected to increase from a historical 74.2°F to 79.4°F by the middle of the century (2035 to 2064) and 82.7°F by the end of the century (2070 to 2099). Although the temperature increases may appear modest, the projected high temperatures are substantially greater than historical norms. These increases also make it more likely that an above-average high temperature will cross the extreme heat threshold. As temperatures increase, Stockton residents can expect to face increased risk of death from dehydration, heat stroke, heat exhaustion, heart attack, stroke, and respiratory distress caused by extreme heat.

Increases in both average air temperature and extreme heat days, especially when these occur sequentially, will stress Delta plant and wildlife species and alter ecosystem dynamics.⁷⁴

2.9 SEVERE WEATHER

Severe weather is generally any destructive weather event, but usually occurs in Stockton as local storms that bring heavy rain, hail, thunderstorms, strong winds, and heavy

fog. Severe weather is usually caused by intense storm systems, although strong winds can occur without a storm. The types of dangers posed by severe weather vary widely and may include injuries or deaths, damage to buildings and structures, fallen trees, roads and railways blocked by debris, and fires sparked by lightning. Severe weather can produce high winds and lightning that can damage structures and cause power outages. Lightning from these storms can ignite structure fires that can cause damage to buildings and endanger people. Objects such as vehicles, unprotected structures (e.g., bus stops, car ports), fences, telephone poles, or trees can also be struck directly by lightning, which may result in an explosion or fire.

Atmospheric rivers are a relatively common weather pattern that bring southwest winds and heavy rain to California. They can be hundreds to thousands of miles long, and though they are narrow in the context of weather systems, narrow can mean up to 300 miles across. When atmospheric rivers make landfall, they can release substantial amounts of water vapor in the form of rain or snow, often causing heavy rains that lead to flooding and mudslide events. On average, California experiences five to six atmospheric rivers per year, but in some years may only experience one or two. Atmospheric rivers are responsible for up to half of the state's annual precipitation and more than 80 percent of the flood damage, including levee breaches in the Delta.⁷⁵

A thunderstorm is a rain event that includes thunder and lightning. A thunderstorm is classified as "severe" when it includes one or more of the following: hail with a diameter of three-quarters of an inch or greater, winds gusting in excess of 57.5 miles per hour (mph), or a tornado.

High winds often accompany severe storms and can cause significant property damage, threaten public safety, and have adverse economic impacts from business closures and power loss. High winds, as defined by the National Weather Service, are sustained wind speeds of 40 mph or greater lasting one hour or longer, or wind gusts of 58 mph or greater for any duration. These winds may occur as part of a seasonal climate pattern or in relation to other severe weather events, such as thunderstorms. All wind events pose several different types of threats. By themselves, winds pose a threat to the health of people and structures in the county. Dust and plant pollen blown by the wind can create breathing problems. The winds can

blow roofs off buildings and cause tree limbs to fall on structures. High winds also increase the threat of wildfires. Wind dries out brush and forest areas, increasing the fuel load in fire-prone areas. Winds can spark wildfires by knocking down power lines or causing them to arc. If wildfires do start, high winds can push flames quickly into new areas, contributing to the rapid spread of wildfires and making them harder to control. This can affect the air quality in Stockton and may disrupt regional infrastructure networks.

Dense fog diminishes visibility to the point of creating a hazard, especially to transportation. San Joaquin County is subject to periods of localized dense fog in the winter called tule fog, which creates a visibility hazard on roads, freeways, airports, and rail lines throughout the county.⁷⁶ While thick tule fog presents hazards to users of local transportation systems, the fog is valuable to the agricultural community. Several crops, including almonds, apricots, cherries, peaches, and pistachios rely on tule fog to aid in their production of flowers and fruit.

2.9.1 Past Occurrences

Stockton and the greater San Joaquin County area regularly experience severe weather incidents. Countywide, notable incidents of excessive rain and severe storms occurred in 1982, 1990, 1993, 1995, 2005, 2006, and 2019.⁷⁷ These incidents were responsible for tens of millions of dollars of damage to agricultural products and road closures.

Vehicle collisions have occurred due to tule fog in San Joaquin County. One of the worst such fog-caused chain-reaction accidents involved 108 vehicles and closed Highway 99 in Fresno for more than 12 hours in November 2007. The collision unfolded over 10 minutes and resulted in two fatalities and 40 injuries.⁷⁸

2.9.2 Potential Changes to Severe Weather in Future Years

Likelihood of Future Occurrences

Severe weather is an annual occurrence in San Joaquin County. However, actual damage associated with the primary effects of severe weather have been limited.

Climate Change and Severe Weather

Climate change is expected to cause an increase in intense rainfall and strong storm systems. This means that Stockton

could see more intense weather resulting from these storms in the coming years and decades, although such an increase may not affect all forms of severe weather. Though average annual rainfall may increase only slightly, climate change is expected to cause an increase in the number of years with intense levels of precipitation. Heavy rainfall can increase the frequency and severity of other hazards, including flooding. The incidence of winter fog has decreased dramatically over the past three decades, due in part to declines in winter chill caused by climate change.

2.10 HUMAN HEALTH HAZARDS

Human health hazards are bacteria, viruses, parasites, and other organisms that are spread by insects, animals, and other pest organisms and can cause diseases and illness in people. Some of these diseases may cause only mild inconvenience, but others are potentially life threatening. These diseases can be and often are carried by animals, such as mice and rats, ticks, and mosquitos. Warmer temperatures and high levels of precipitation can lead to increased populations of disease-carrying animals, creating a greater risk of disease and increased rates of infection.

Populations most vulnerable to human health hazards are those who spend a disproportionate amount of time outdoors (such as outdoor workers or persons experiencing homelessness), those with fragile immune systems or existing illnesses (which may include persons with chronic illnesses, seniors and seniors living alone, and pollution-burdened populations), and those who may live in sub-standard housing or not have access to health insurance and medical care (households in poverty, low-resourced people of color, immigrant communities, and overcrowded households). These persons may live in conditions that increase their chances of catching vector-borne illnesses, lack the ability to fight off infection, or lack the financial resources to seek timely medical care.

2.10.1 Past Occurrences

Incidence of West Nile virus increases with growth of the mosquito population, which typically swells in the summer months. Recorded incidents of West Nile virus occur annually in San Joaquin County in recent years. Lyme disease, Zika virus, and malaria are occasionally reported in San Joaquin County.⁷⁹

2.10.2 Potential Changes to Human Health Hazards in Future Years

Likelihood of Future Occurrence

Human health hazards of various scales and levels of severity are likely to occur in the future.

Climate Change and Human Health Hazards

Climate change is projected to contribute to increases in average temperature and changes in precipitation patterns that favor large precipitation events and associated flooding. These changes in climatic changes promote the reproduction and speed the growth of many pest species, leading to higher populations of potential disease vectors. Overall risk of human health hazards is thus expected to increase.

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https://www.lodinews.com/news/article_7a76bf18-5025-11e8-a9c6-2f3d3f25fb3a.html

SAFETY

5

Every general plan in California must address natural and human-made hazards and dangers, and identify the potential risk of death, injuries, property damage, and economic and social dislocation from fires, floods, earthquakes, and other events. Public safety and emergency response are top priorities in Stockton, but not just in relation to widespread events. Concerns over personal safety weigh heavily on many neighborhoods, even to the point of discouraging residents from recreating or traveling along specific routes or at certain times of day. The focus of this chapter is on improving public safety and reducing the risk of hazards. The chapter is organized around four key goals that represent the priorities of the Stockton community:

- **Safe Community**
- **Hazard Protection**
- **Clean Water**
- **Clean Air**



GOALS, POLICIES, AND ACTIONS

GOAL SAF-1: SAFE COMMUNITY

Create a safe and welcoming environment in all areas of the city at all times of day.

PUBLIC SAFETY IS A TOP COMMUNITY PRIORITY

Violence and crime prevention are major issues for the Stockton community. As one of the City's strategic initiatives to reduce violence and crime and increase public safety, the Stockton Marshall Plan, funded by a ¾-cent sales tax approved by voters in 2013, emphasizes data-based targeting of "focus area" locations and predictive policing to achieve the objectives of preventing and stopping violence and building violence-prevention capacity.

Design of the built environment can also help prevent crime and increase both the sense and reality of safety. Research has shown that the most effective deterrent to criminal activity is the risk of being caught, and design of public spaces that places more eyes on the street and limits access points can create safer environments. Strategies for Crime Prevention Through Environmental Design (CPTED) include locating windows to overlook sidewalks and parking lots, increasing pedestrian and bicycle traffic, and installing fencing, landscaping, or lighting to control access. Well-maintained buildings and property also signal alert, active owners and can deter criminal activity.

The Stockton Police Department (SPD) and Fire Department (SFD) provide essential services to keep the community safe; police and fire stations are shown on Figure 5-1. The SPD provides professional law enforcement based on a model of prediction, prevention, pursuit, and partnerships. This model combines policing and enforcement strategies with community

involvement and engagement. Through its commitment to community policing, the SPD has established a variety of mentorship programs and training classes that promote proactive partnership with neighborhood organizations and business owners to identify and solve issues.

The SFD mission is centered on providing excellent emergency and non-emergency services through public education, prevention, and aggressive suppression and rescue activities. The SFD is an all-hazard fire department, capable of mitigating all types of both human-made and natural disasters. As such, the fire department has the following specialized teams:

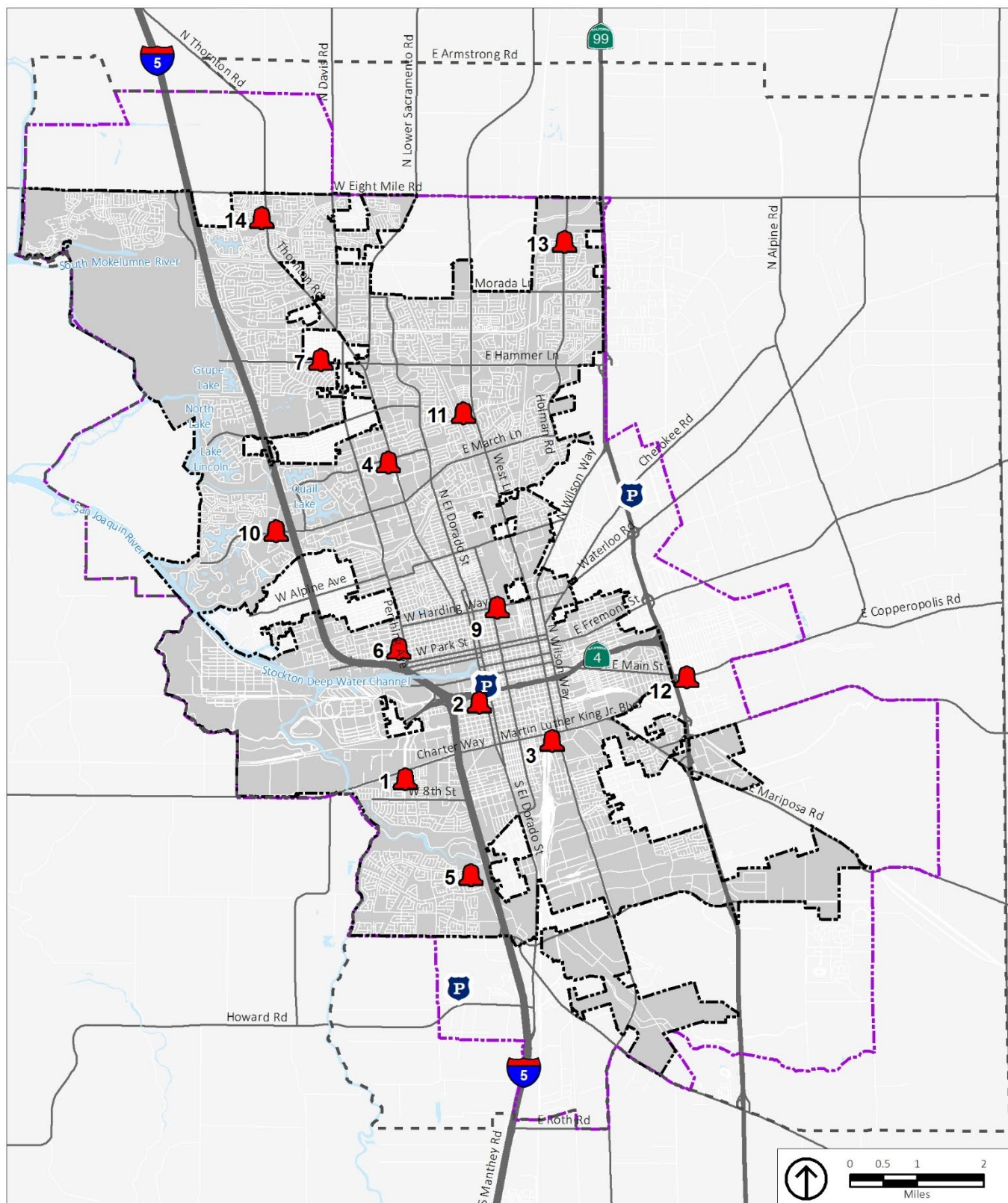
- **Hazardous Materials Team:** A California Office of Emergency Services Type II Hazardous Materials Team staffed with seven personnel daily, trained to the Hazardous Materials Technician and Specialist level. Specialty apparatus and personnel are assigned to Fire Company 3.
- **Water Rescue Team:** Staffed by a team of four personnel daily, the water rescue team is capable of both surface and sub-surface water rescues, helping to protect over 1,000 miles of waterways surrounding the city. The team has specialty apparatus including personal watercraft, inflatable boats, and a water rescue vehicle. The Water Rescue Team is assigned to Fire Company 6. In addition to City resources, the California Office of Emergency Services has also assigned the City a tow vehicle and trailer (OES Boat Team #13) for deployment anywhere in the United States.

■ Urban Search and Rescue (USAR) Team:

Staffed by a team of seven personnel daily, the USAR Team is trained in rope rescue, confined space rescue, trench rescue, and building collapse. The team utilizes specialty apparatus including a Type I heavy rescue, and a California Office of Emergency Services Rescue Trailer.

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Figure 5-1
Police and Fire Stations



Source: City of Stockton; San Joaquin County; PlaceWorks, 2017.

- Fire Stations (Station ID #)
- Police Stations
- City Limit
- Sphere of Influence
- General Plan Planning Area

To reinforce their public service model, the SFD offers a variety of volunteer programs including the Community Emergency Response Team (CERT), which provides training to residents and members of the business community to increase disaster awareness and emergency response capability, as well as the Stockton Fire Explorers and Stockton Fire Auxiliaries. The City and San Joaquin County coordinate for response in emergency situations, and SFD offers disaster preparedness training opportunities through the CERT program. The risk of wildfire in the Planning Area is considered relatively low, given the lack of forest or grassland area that could serve as fuel sources for a wildfire.

Measure W was approved by voters November 2, 2004. It was originally adopted by Ordinance 038-04 C.S., and is codified in Section 3.52 of the Stockton Municipal Code, entitled Funding for Police and Fire Protection Services. The ordinance provides for a ¼-cent (0.25 per cent) transaction and use tax (i.e., sales tax), a tax dedicated to providing for police and fire personnel and services. The ordinance calls for Program Guidelines, which were developed and adopted by the City Council, August 4, 2004. The Program Guidelines prescribe two methods of ensuring that tax monies collected are used as specified by the ordinance. The first method is an independent audit and the second method is a citizens' committee. Measure W provides funding for 23 suppression positions within the SFD.

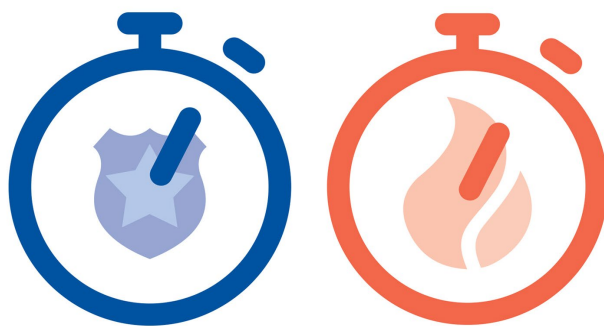
Public safety staffing and response time standards provide a means to ensure that the community will remain safe as the city develops. The City strives to achieve the following public safety standards:

- **Police Staffing:** 1.5 sworn officers per 1,000 residents.
- **Police Response Times:** Average law enforcement response time of 5 minutes or less for priority one calls (where a threat to persons may exist).

- **Fire Staffing:** 1.23 sworn firefighters per 1,000 residents for a population up to 500,000 people.

■ **Fire Response Times:**

- 240 seconds or less travel time for the arrival of the first arriving engine company at a fire suppression incident.
- For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression



incident.

- For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm



assignment at a fire suppression incident.

POLICY SAF-1.1

Invest in neighborhood safety through partnerships with the community to help prevent violence and crime ("community policing").

Action SAF-1.1A

Promote public safety programs, including business, neighborhood, and school watches; child identification and fingerprinting; and other public education efforts.

Action SAF-1.1B

Maintain and expand community outreach programs to improve the community's understanding of how the criminal justice system works, foster a positive relationship between community members and public safety staff, provide a venue for open dialog, and promote transparency in public safety.

Action SAF-1.1C

Engage with schools, non-profit organizations, and faith-based organizations to recognize and work with at-risk youth to avert future criminal activity.

POLICY SAF-1.2

Reduce community violence and crime by fostering community connectivity, creating a sense of place, and encouraging social interactions between residents, employees, and business owners.

Action SAF-1.2A

Update the City's Design Guidelines and Development Code to require new and retrofitted development to support effective police and fire protection response and services by using the following principles of crime prevention through environmental design (CPTED):

- Delineate private and public spaces
- Enhance visibility
- Control property access
- Ensure adequate property maintenance

Action SAF-1.2B

Pursue public art projects that match the culture of the neighborhood to create a sense of ownership and belonging.

Action SAF-1.2C

Engage residents and business owners in ongoing discussions about how land use and planning



decisions can help to reduce violence.

Action SAF-1.2D

Incentivize a variety of uses in a neighborhood that will be active throughout the day and night.

POLICY SAF-1.3

Ensure that City-managed spaces and facilities support a feeling of safety for users.

Action SAF-1.3A

Design and maintain parks, waterways, trail corridors, and other facilities to meet the recreational needs of the community, while maximizing public safety and access concerns, such as through the following approaches:

- Locate facilities to ensure visibility along public roadways where appropriate.
- Provide clear access points.
- Maintain vegetation to maximize visibility and demonstrate active attention to the site.
- Use signage to clearly convey site ownership and rules.

Action SAF-1.3B

Design and improve City streetscapes to create safer places by maximizing visibility through installation and maintenance of appropriate lighting and landscaping.

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GOAL SAF-2: HAZARD PROTECTION

Protect residents and businesses from natural and human-caused hazards.

WE NEED TO BE PREPARED FOR EMERGENCIES

The Hazard Protection section contains the City's policies and actions to minimize hazardous situations in and around Stockton. It identifies the natural and human-caused hazards that affect existing and future development, describes present and expected future conditions, and sets policies and standards for improved public safety. This includes efforts to minimize physical harm to the buildings and infrastructure in and around Stockton to reduce damage to local economic systems, community services, and ecosystems. Much more detail about this section and the issues it addresses are included in the Safety Element Background Report.

CLIMATE CHANGE VULNERABILITY

Changes to the global climate system are expected to affect future occurrences of natural hazards in and around Stockton. Many hazards are projected to become more frequent and intense in coming years and decades, and in some cases, these changes have already begun. Key effects of climate change that affect Stockton include increasing temperatures, changes in precipitation, and sea level rise. Overall, precipitation levels are expected to increase only slightly. However, but there are likely to be more years of extreme precipitation events and as well as droughts that last longer and are more severe.

Under California law, the Safety Element is required to include a vulnerability assessment that looks at how people, buildings, infrastructure, and other key community assets may be affected by

climate change. The City ~~conducted~~ prepared a Climate Change Vulnerability Assessment in the winter of 2023 to analyze Stockton's susceptibility to climate-related hazards. ~~prepared in accordance with~~ The assessment followed the most recent available guidance in the *California Adaptation Planning Guide*.

The Climate Change Vulnerability Assessment found that inland flooding and sea level rise poses the greatest threat to Stockton, followed by extreme heat, severe weather, wildfire and smoke, and human health hazards. The most vulnerable communities include low-resourced people of color, outdoor workers, and individuals experiencing homelessness, although but many other groups also face an increased risk of harm. Many local and regional infrastructure networks are vulnerable, including the electrical grid, transportation systems, flood control systems, and water and wastewater infrastructure. Damage to these systems can create serious public health hazards and cause widespread economic harm. The Safety Element includes goals, policies, and implementation actions to increase community resilience and help lower vulnerability.

COMMUNITY WARNING SYSTEMS

San Joaquin County has partnered with Everbridge, a public warning platform, to implement SJREADY, a community notification system to alert residents about emergency events and other important public safety information. This system allows San Joaquin County to provide Stockton residents with critical information quickly in an emergency. There are also several other emergency alert systems, including notifications through broadcasters, cable television systems,

and digital audio services. Social media and websites can supplement these alert systems.

EMERGENCY EVACUATION

With advanced warning, evacuation can be effective in reducing injury and loss of life during a catastrophic event. The San Joaquin County Office of Emergency Services has prepared an evacuation plan for response to flooding due to failure of a levee or dike. The evacuation plan includes routes for people evacuating by car, rally points for people needing assistance evacuating, and instructions for how to evacuate safely during a flood.

Figure 5-2 shows potential major evacuation routes in Stockton, including highways and surface streets. If there is a need for an evacuation, emergency responders will direct community members to the most suitable evacuation routes given for the specific needs and characteristics of the emergency. This figure also shows residential parcels that are at least half a mile from a major roadway and with limited access points. These parcels may face evacuation constraints, creating potential difficulties if there is a need to evacuate.

Stockton has prepared an analysis of potential evacuation times for different areas of the city under different emergency situations: a city-wide evacuation due to a 500-year flood event that results in levee breaches, a major dam break, and a smaller-scale flood event exacerbated by sea level rise. In each scenario, the City identified the paths out of Stockton (referred to as or "evacuation gateways") that would remain viable and would not lead into another hazard zone, and then estimated the amount of time it would take residents to reach one of these gateways under either normal driving speeds or a constrained 5 miles per hour.

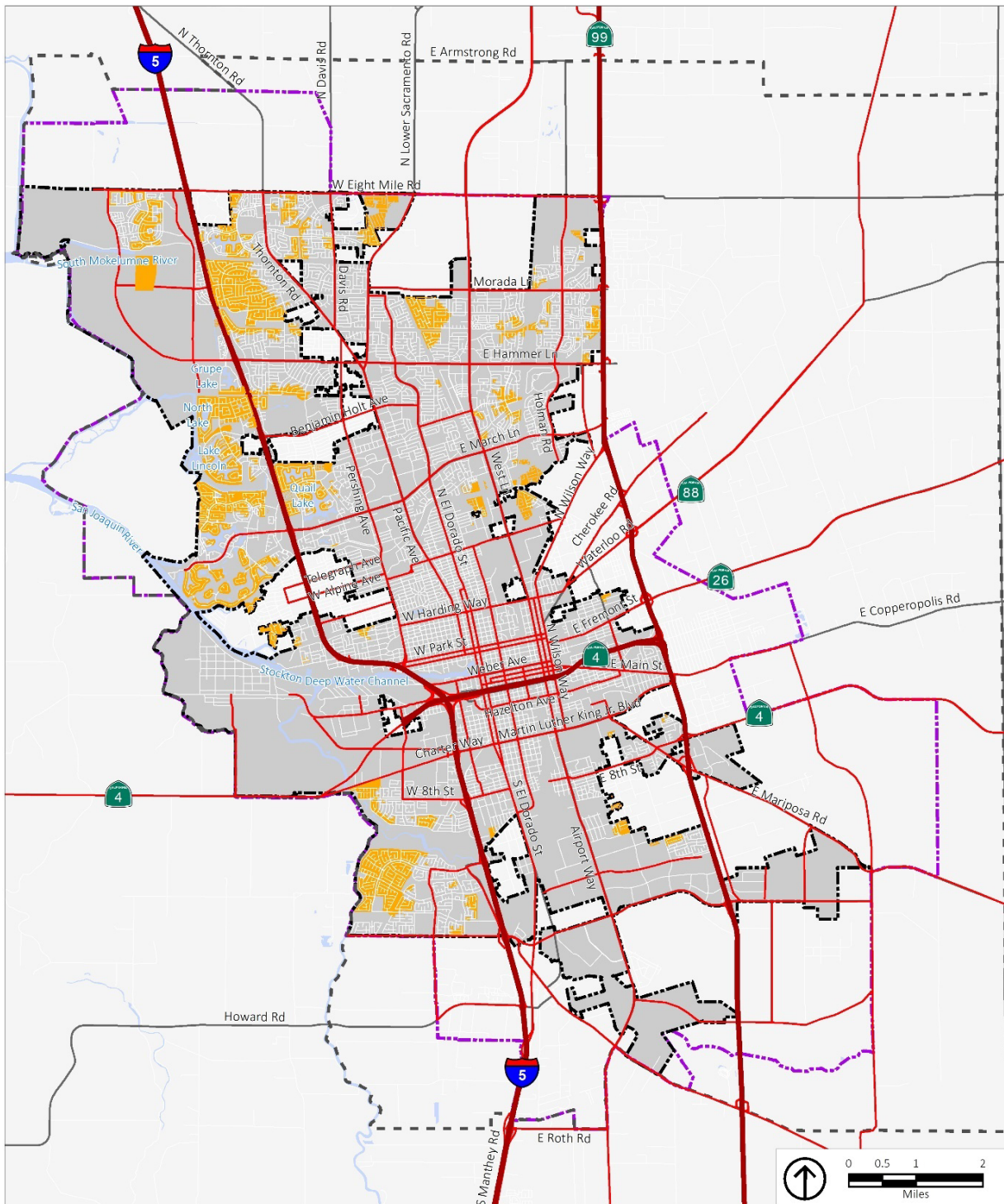
If normal driving speeds remain feasible, this modeling shows that most of Stockton could be evacuated in approximately 30 minutes, although areas in northwest Stockton could take longer

since the most viable evacuation routes lead toward the southeast. Under constrained driving speeds, evacuation times are significantly longer, particularly for areas in northwest Stockton, such as the Spanos Park and Bear Creek neighborhoods. The full results of the evacuation scenario are presented in the Safety Element Background Report. The policies included in this Safety Element help address issues of evacuation constraints and similar challenges.

Figure 5-2

Evacuation Routes and Residential Parcels with Evacuation Constraints

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POLICY SAF-2.1

Ensure that community members are adequately prepared for natural disasters and emergencies through education and training.

Action SAF-2.1A

~~Develop neighborhood watch and emergency support groups to be trained and put into action in the event of an emergency in support of government staff.~~

Action SAF-2.1B

~~Inform the public about the specific risks of living in flood-prone areas and provide residents with instructional information on how to take steps to reduce their exposure to flood damages.~~

POLICY SAF-2.12

Prepare sufficiently for major events to enable quick and effective response.

Action SAF-2.12A

~~Require new development to provide adequate access for emergency vehicles and evacuation routes, including by designing roadway systems to provide multiple escape routes in the event of flooding or other emergencies in the event of a levee failure.~~

Action SAF-2.1B

~~Regularly review the City's evacuation maps and update as necessary.~~

Action SAF-2.1C

~~Regularly share the City's evacuation maps with the public and property owners within flood zones.~~

Action SAF-2.1D

~~Coordinate with transit and service providers to identify and advertise ways for individuals with restricted mobility to evacuate in the event of a flood or other emergency.~~

Action SAF-2.12EAB

Formulate, review, periodically update, and make available to the public emergency management plans for the safe  evacuation of people from areas subject to environmental hazards ~~to~~ ~~inundation from levee and dam failure.~~

Action SAF-2.12FBC

Require new critical facilities, including hospitals, emergency operations centers, communications facilities, fire stations, and police stations, to be located, designed, and constructed to avoid or mitigate potential risks and ensure functional operation during flood events. ~~_(i.e., a)~~ Avoid locating critical facilities in the 100-year and 200-year floodplains or, within the 2085 projected sea level inundation zone, and construct facilities to be resilient to seismic and geological events, fires, and explosions.

the 100-year and 200-year floodplains or within the 2050 projected sea level inundation zone as shown in Figures XX), all

Action SAF-2.12GCD

Continue to work with San Joaquin County, the County Office of Emergency Services, other cities in the region, and disaster agencies to coordinate disaster and emergency preparedness planning.

Action SAF-2.1D

Ensure that emergency alerts and related notifications are widely distributed in multiple languages, formats, and media so as to effectively reach as many people as possible, including those with limited English proficiency and with access and functional needs.

POLICY SAF-2.2

Enhance the effectiveness of evacuations in Stockton.

Action SAF-2.12A

Require new development to provide adequate access for emergency vehicles and evacuation

routes, including by designing roadway systems to provide multiple escape routes in the event of flooding or other emergencies.

Action SAF-2.12B

Regularly review the City's evacuation maps and update as necessary.

Action SAF-2.12C

Regularly share the City's evacuation maps with the public and property owners within flood zones.

Action SAF-2.12D

Coordinate with transit and service providers to identify and advertise ways to evacuate in the event of a flood or other emergency for individuals with restricted mobility or those who may need additional assistance to evacuate in the event of a flood or other emergency.

Action SAF-2.12E

In partnership with the San Joaquin Council of ~~Govenments~~Governments and other local agencies, retrofit potential evacuation routes to protect them against floodwaters and other emergencies, and ensure that they can provide viable paths out of Stockton.

Action SAF-2.12F

Conduct door-to-door evacuation notifications in areas with limited access to reliable communication, particularly in frontline communities or those that may need the greatest advanced notification.

Action SAF-2.12G

To the extent feasible ~~given~~in emergency conditions, phase evacuations to minimize roadway constraints and to allow all residents sufficient time to leave.

POLICY SAF-2.23

Ensure that community members are adequately prepared for natural disasters and emergencies through education and training.

Action SAF-2.23A

Develop neighborhood watch and emergency support groups to be trained and put into action ~~in the event of an emergency~~ in support of government staff in the event of an emergency.

Action SAF-2.23B

Conduct public education campaigns to increase awareness of and preparation for climate hazards.

SEISMIC AND GEOLOGIC HAZARDS

Seismic and geologic hazards are risks caused by the movement of the Earth's surface, or crust. Seismic hazards are earthquakes and related hazards. Geologic hazards are other hazards involving land movements that are not linked to seismic activity.

There are a few faults in the region capable of causing a major earthquake in Stockton, ~~although but they are all of these faults sit west of Stockton, closer to the San Francisco Bay. Smaller faults sit~~ Closer to Stockton are some smaller faults, including the Stockton Fault ~~which that~~ runs east-west across the city, but it is not known to be active. Strong shaking from a major earthquake is rare in Stockton, although there were reports of significant shaking and localized damage in the area during the 1989 Loma Prieta earthquake. Figure 5-3 shows key fault lines in the region, ~~although but~~ not all smaller or less active faults are shown.

If major shaking from an earthquake does occur in Stockton, there is a risk of significant injury or loss of life from the damage or collapse of buildings and structures. Older homes in particular are at risk, ~~as because~~ they were constructed ~~prior to the advent of before~~ modern buildings codes and may not be seismically retrofitted. There is also a risk of harm from secondary hazards caused by the shaking, including urban fires, dam failures, and toxic chemical releases.

Other geologic hazards ~~that~~ may occur in the area, ~~includinge~~ landslides, subsidence (the gradual sinking of land, often due to groundwater pumping), and soils that can significantly expand and contract depending on their moisture levels. There are no areas of substantial landslide risk in Stockton. Other parts of the Delta region have experienced subsidence, and there is an increased risk of further subsidence due to water management practices. Most of Stockton sits on areas with a moderate risk of soil expansion. Any construction on these soils may require

~~certain specific~~ management practices to reduce potential damage.

POLICY SAF-2.54

Reduce the potential harm from earthquakes and geologic hazards.

Action SAF-2.54A

Participate in local, county, and State-sponsored earthquake preparedness programs.

Action SAF-2.54B

Coordinate with the Stockton Fire Department, Stockton Community Emergency Response Team, San Joaquin County Office of Emergency Services, special districts, local utility providers, and major businesses to ensure effective preparation, response, and recovery services are available throughout the community before, during, and after  seismic event.

Action SAF-2.54C

Assess critical and lifeline facilities for seismic and landslide safety to ensure they remain operational after a seismic event or landslide.

Action SAF-2.54D

Identify City infrastructure with seismic or landslide vulnerabilities and pursue funding to conduct appropriate seismic retrofits.

Action SAF-2.54E

Continue to implement California Building Standards Code seismic safety standards for construction of new buildings.

Action SAF-2.54F

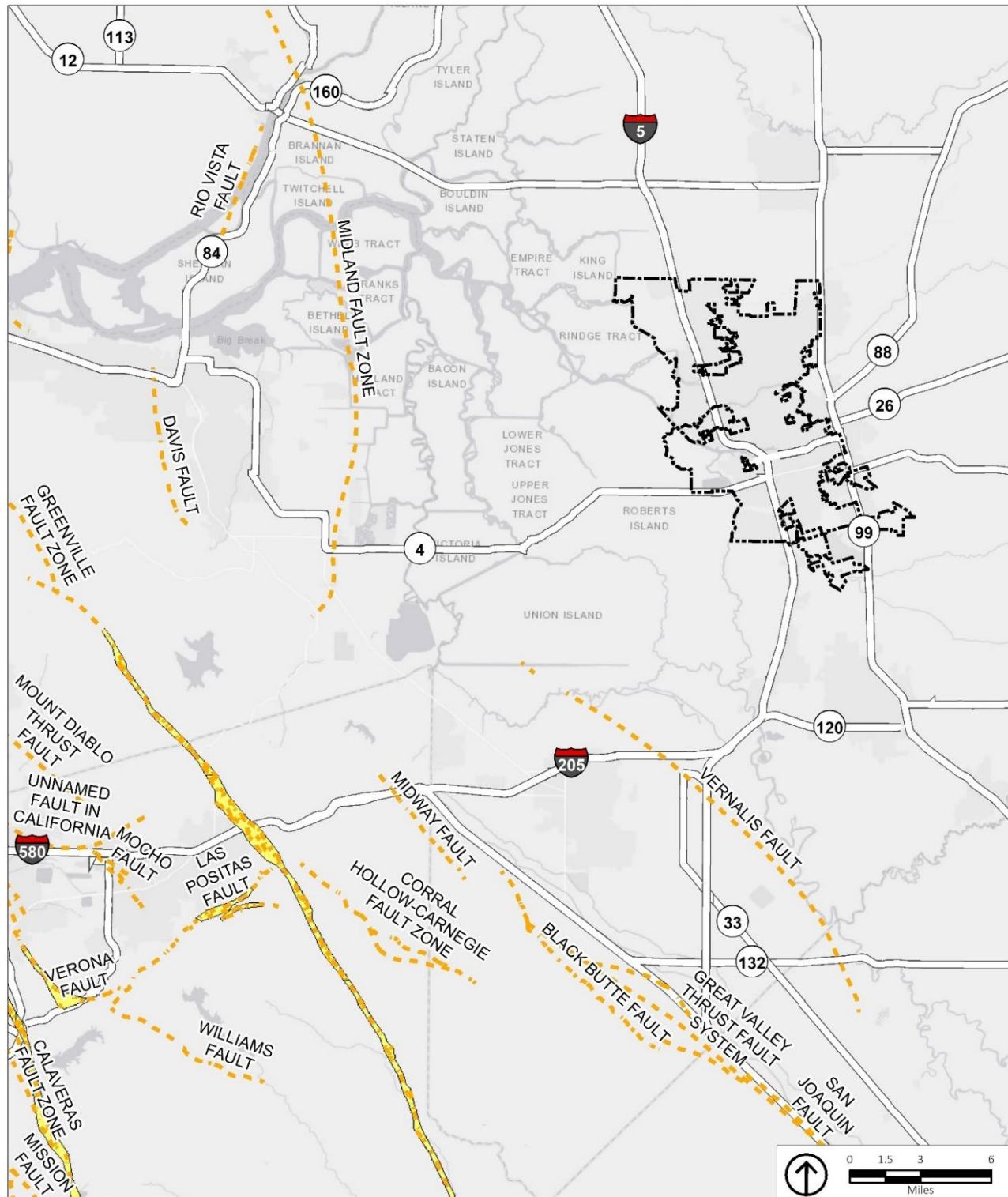
Target low-income households, owners and occupants of structures constructed prior to 1980, and owners and occupants of unreinforced masonry buildings with information regarding the importance of seismic retrofitting, and help building owners and occupants connect with providers of these services

Action SAF-2.54G

Locate new critical and lifeline facilities outside of landslide susceptibility areas, when feasible. If not feasible, appropriately site, design, and construct new critical facilities to be resilient to landslides.

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Figure 5-3
Regional Fault Lines



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023, USGS 2010/2021

- City Boundary Line
- - - USGS Regional Fault Lines
- Alquist Priolo Fault Zones

FLOODING AND INUNDATION

HAZARDS

Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, significantly threatening people's health and lives and causing substantial damage to structures, landscapes, and utilities. Reclamation of Delta land over many years has reduced available floodplain and increased flooding potential. Flood risk is therefore one of the most pressing threats to the Delta area, and Stockton is one of the areas at highest risk.

Areas at an elevated risk of flooding are generally divided into 100-, 200-, and 500-year flood zones. A 100-year flood zone has a 1 percent chance of experiencing a major flood in any given year, a 200-year flood zone has a 0.5 percent chance, and a 500-year flood zone has a 0.2 percent chance. The majority of the city is in one of these flood zones, as shown on Figure 5-4, making flooding a hazard of significant concern for Stockton. Figure 5-5 shows the land uses in these affected areas.

Most of the city is protected from flooding by levees, which are shown on Figure 5-6. However, many levees in the Delta region were initially constructed more than a century ago using rudimentary equipment and nonengineered fill material excavated from adjacent channels, sloughs, and marshes. There have been several improvements to the levee system in and around Stockton in recent years, including construction of new flood protection facilities led by the San Joaquin Area Flood Control Agency. A number of local, regional, state, and federal agencies play a role in maintaining levees and other flood protection facilities in and around Stockton. This includes the Central Valley Flood Protection Board, a regulating authority over flood risk management in the Central Valley and responsible for adopting the Central Valley Flood Protection Plan.

Despite these improvements, vulnerabilities remain in Stockton's levee system. The Country Club neighborhood and areas along the San Joaquin River and its floodplain within the southern part of the city do not receive adequate flood protection from levees. Although all remaining levees provide 100-year flood protection, no levees meet the State's 200-year flood protection requirement in the [Central Valley Flood Protection Plan](#)^{CVFPP}. The Delta's levees are also threatened by the active seismic zones west of the Delta, including the San Andreas and Hayward faults. Even without an earthquake or flood, Delta levees can fail during high tides or even on sunny days. In the event of a major levee break, much of the city would be inundated, potentially damaging tens of thousands of homes.

Sea Level Rise

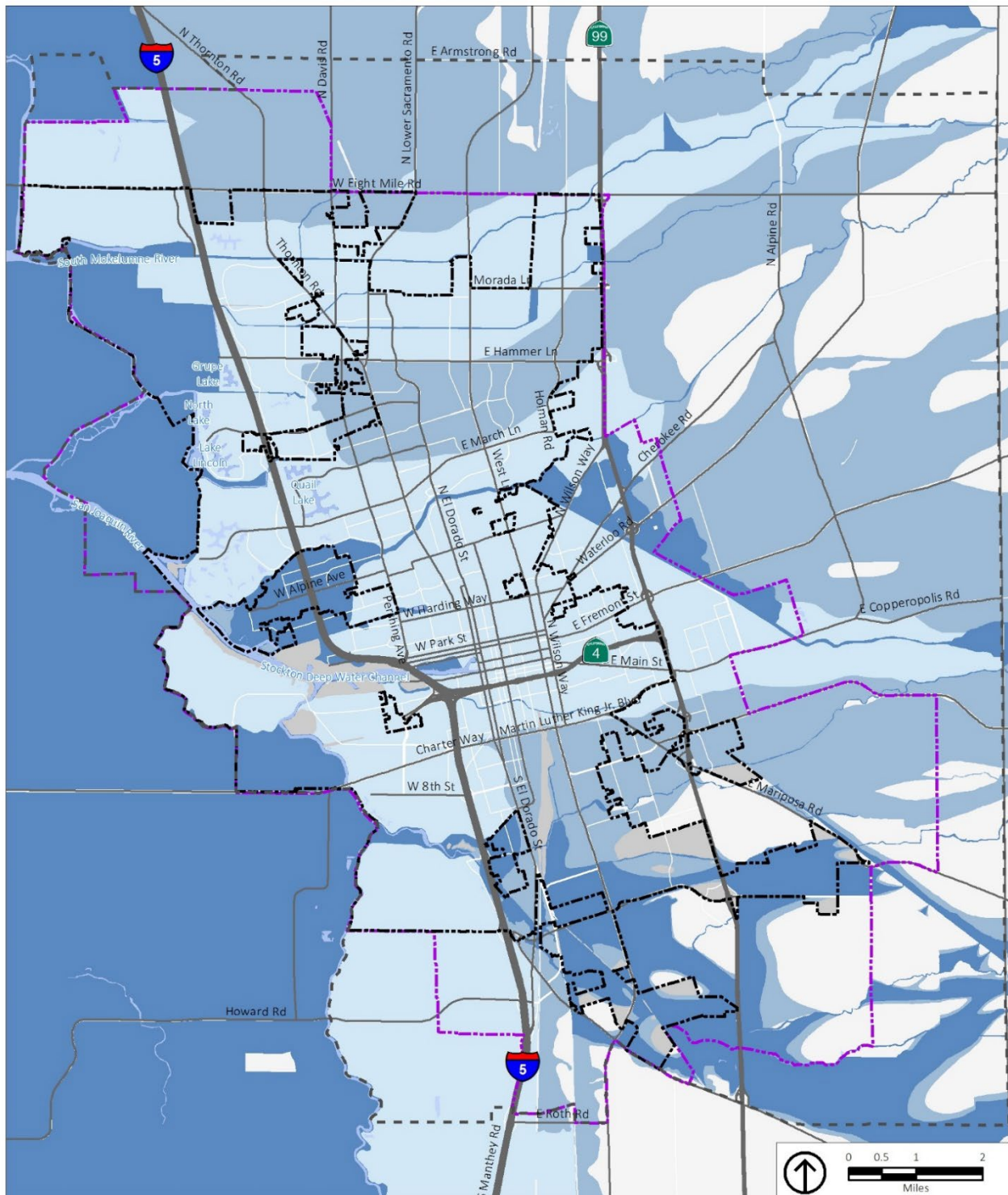
Sea level rise is an increase in the ocean's surface height relative to the land in a particular location. It is a gradual process that takes place over years or decades, affecting communities near shorelines and low-lying waterways, including the Sacramento/San Joaquin Delta region. Sea levels in the San Francisco Bay-Delta Estuary are likely to rise at least to 7 to 13 inches by 2050, and potentially as high as 23 inches (almost two feet). By the end of the century, sea levels are likely to rise significantly higher, potentially as much as ~~about~~ 7 to 10 feet. Figures 5-7 and 5-8 show the likelihood that certain areas of Stockton will be flooded due to sea level rise by 2050 and 2085, respectively.

There are a range of factors that impact water levels in the San Joaquin Delta, including inflows (from local and upstream precipitation), San Joaquin Delta exports [into regional and state water systems](#), astronomical tides, atmospheric effects (pressure and wind), and flow control operations. Regional and local land subsidence further complicates local sea level trends for the Delta region. Decomposition of drained and converted marsh and peat soils within diked Delta islands have caused much of the Delta region to lie below sea level—in some places by as much as

~~15 to~~ 20 feet. Continued land subsidence may increase the relative rate of locally observed sea level change for the Delta area when comparing water levels to local land elevations.

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Figure 5-4

Flood Hazard and Levee Protection Zones

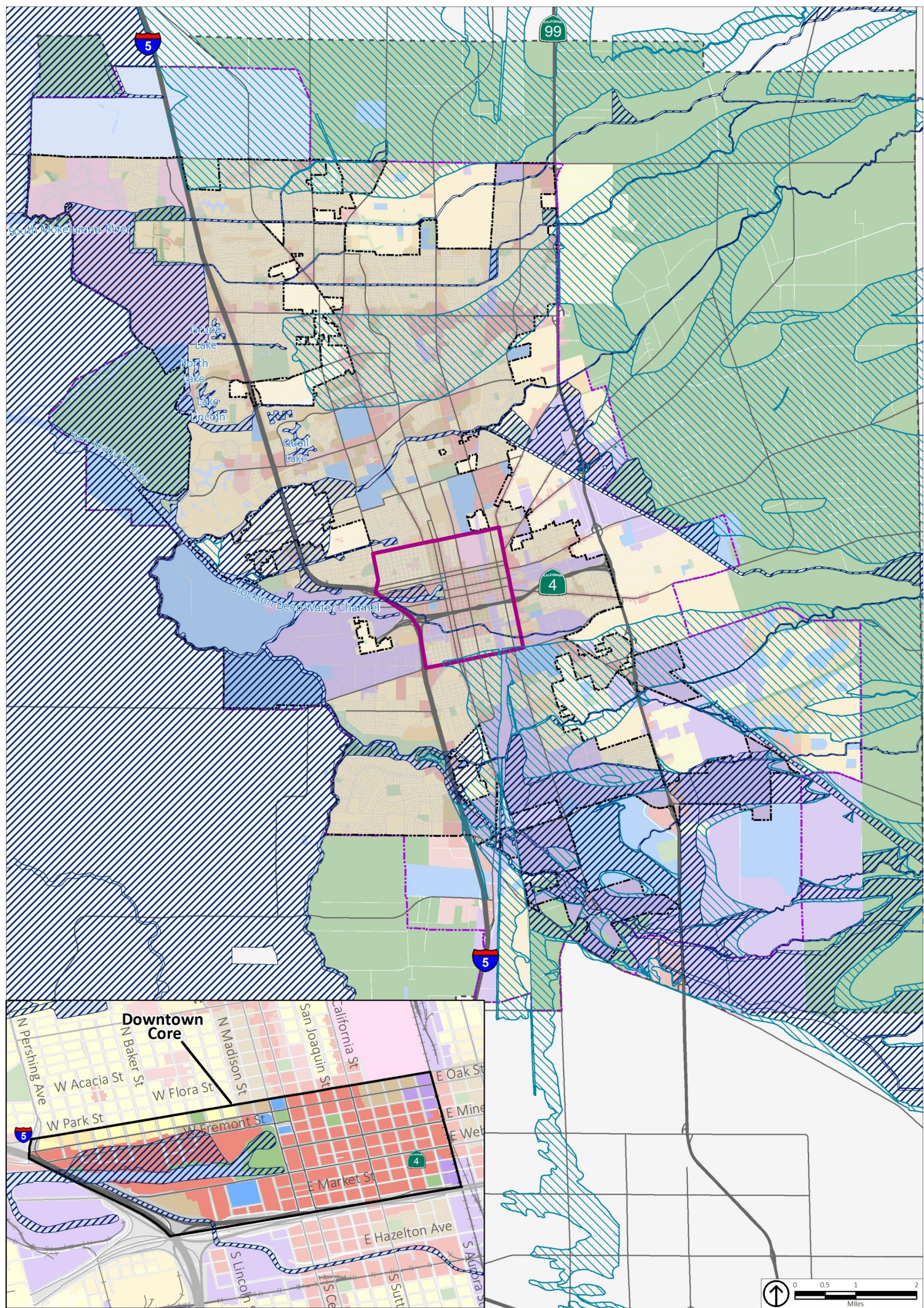
Source: City of Stockton; San Joaquin County; Federal Emergency Management System (FEMA), 2016; PlaceWorks, 2017.

- Flood Zones**
- 100-Year Flood Zone
 - 500-Year Flood Zone
 - Protected by a Levee
- City Limit**
- Sphere of Influence
 - General Plan Planning Area

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Figure 5-65
Planned Land Uses in Flood Hazard Zones



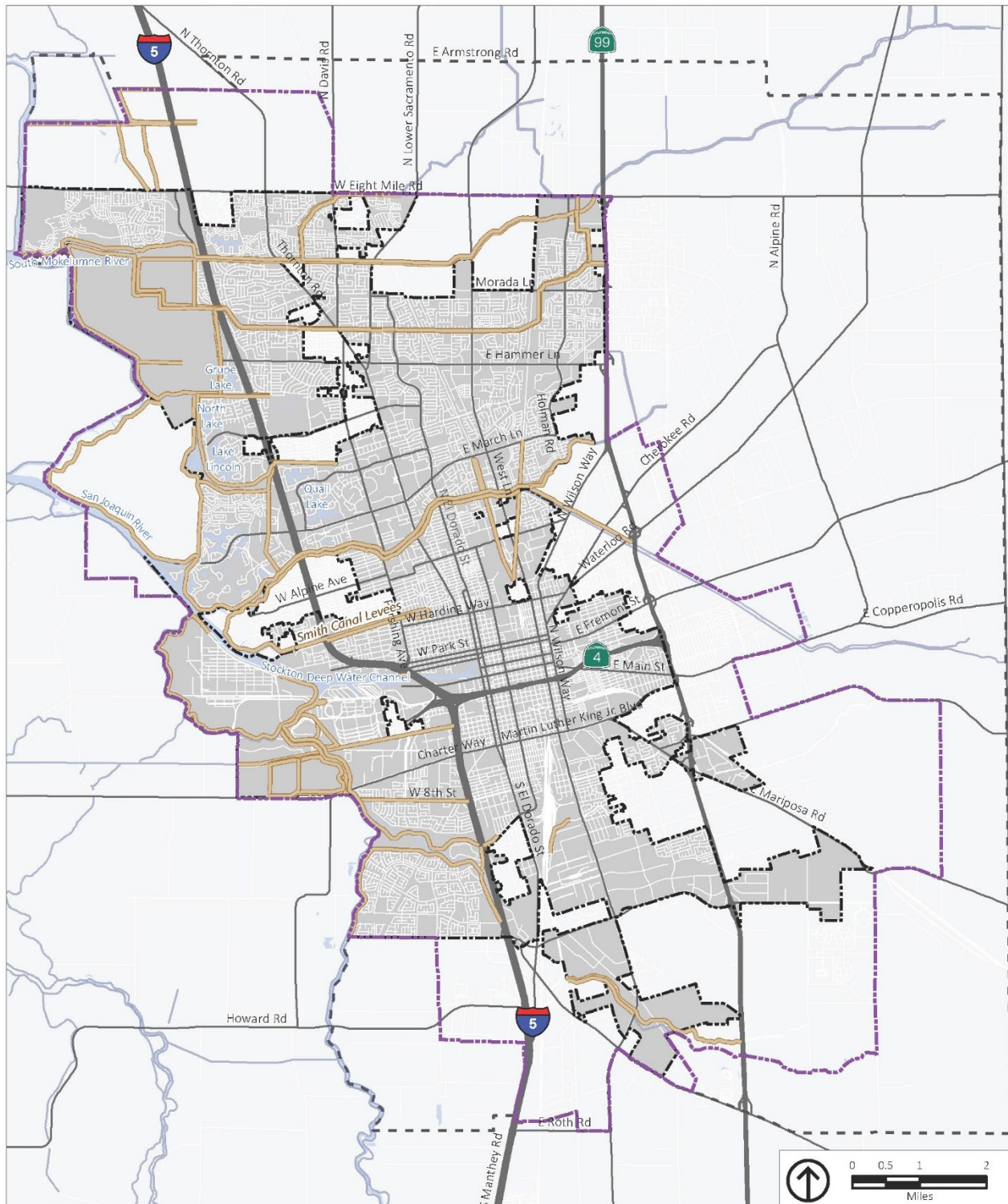
Source: Federal Emergency Management Agency, 2016; City of Stockton, 2017; PlaceWorks, 2017.

- | | | | | |
|---------------------|----------------------------|----------------------------|-----------------------------|-----------------------------------|
| Flood Zones | City Limit | Residential Estate | Mixed Use | Economic and Education Enterprise |
| 100-Year Flood Zone | Sphere of Influence | Low Density Residential | Commercial | Institutional |
| 500-Year Flood Zone | General Plan Planning Area | Medium Density Residential | Administrative Professional | Parks and Recreation |
| | Greater Downtown Boundary | High Density Residential | Industrial | Open Space/Agriculture |

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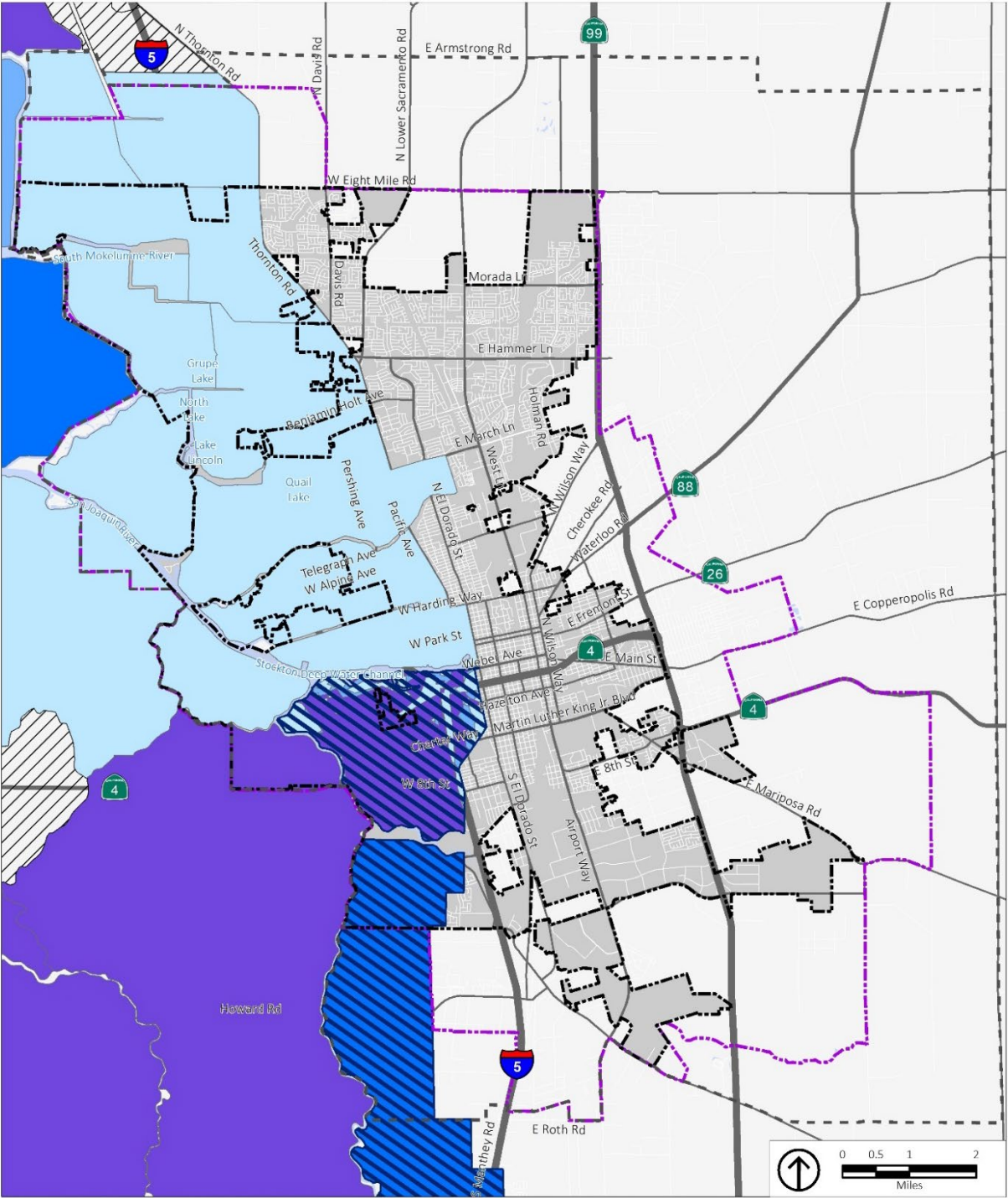
Figure 5-6

Flood Protection Levels

Source: Federal Emergency Management System (FEMA), 2017; PlaceWorks, 2017.

- Levees
- City Limit
- Sphere of Influence/ EIR Study Area
- General Plan Planning Area

Figure 5-7
2050 Sea Level Rise Projections (Probabilistic)

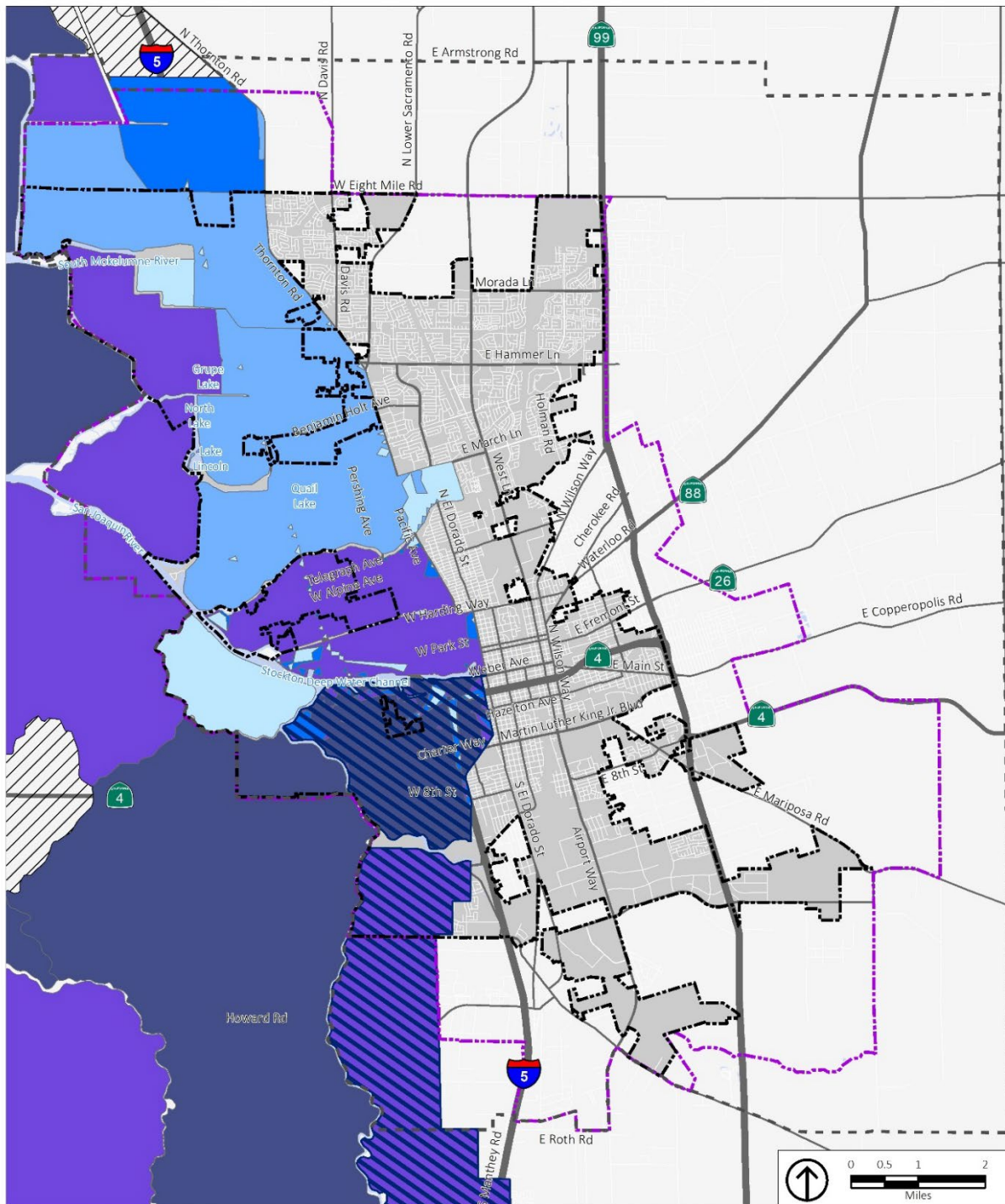


Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

Flood Hazard for 2050 Probabilistic Conditions

	Annual Chance	Return Period	Chance over 10 years
General Plan Planning Area	10%	Less than 10 years	Greater than 65%
City Limit	2-10%	10 to 50 years	18% to 65%
Sphere of Influence	1-2%	50 to 100 years	10% to 18%
Not Modeled	.5-1%	100 to 200 years	5% to 10%
High Risk of River Flooding	<.5%	Greater than 200 years	Less than 5%

Figure 5-8

2085 Sea Level Rise Projections (Probabilistic)

Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

Flood Hazard for 2085 Probabilistic Conditions

- General Plan Planning Area
- City Limit
- Sphere of Influence
- Not Modeled
- High Risk of River Flooding

Annual Chance	Return Period	Chance over 10 years
10%	Less than 10 years	Greater than 65%
2-10%	10 to 50 years	18% to 65%
1-2%	50 to 100 years	10% to 18%
.5-1%	100 to 200 years	5% to 10%
<.5%	Greater than 200 years	Less than 5%

Dam Failure

A dam failure is an uncontrolled release of water from a reservoir through a dam because of structural failures or deficiencies in the dam, usually associated with intense rainfall or prolonged flooding. Dam failures can range from minor to catastrophic. Although dam failures are very rare, they are not unprecedented. There are four major causes of dam failures: overtopping (when water levels in a reservoir rise above the top of the dam), foundation defects in the dam structure, piping and seepage failure in the dam or surrounding rock, and conduit and valve failure.

Stockton is within the inundation areas of four major dams: the New Hogan Dam on the Calaveras River, the New Melones Dam on the Stanislaus River, the Camanche Dam on the Mokelumne River, and the Don Pedro Dam across the Tuolumne River at the Don Pedro Reservoir. Failure of any of these dams would give residents about seven hours to evacuate. Other major regional dams could also affect Stockton, but would have longer warning times. Figure 5-89 shows the dam hazard areas in Stockton.

Likelihood of Future Flooding

The city's proximity to the Delta, relatively low elevation, and potential to experience heavy rains mean that flood will continue to pose a significant hazard to the community. Climate change is expected to increase the frequency and intensity of strong storms that are more likely to create flooding. Sea level rise is expected to exacerbate this risk by increasing the height of the water surface in the Delta, including expanding the parts of the city that are considered prone to flood. By 2050, an addition 29,550 residents of Stockton are expected to be exposed to flooding, and 55,690 by the end of the century.

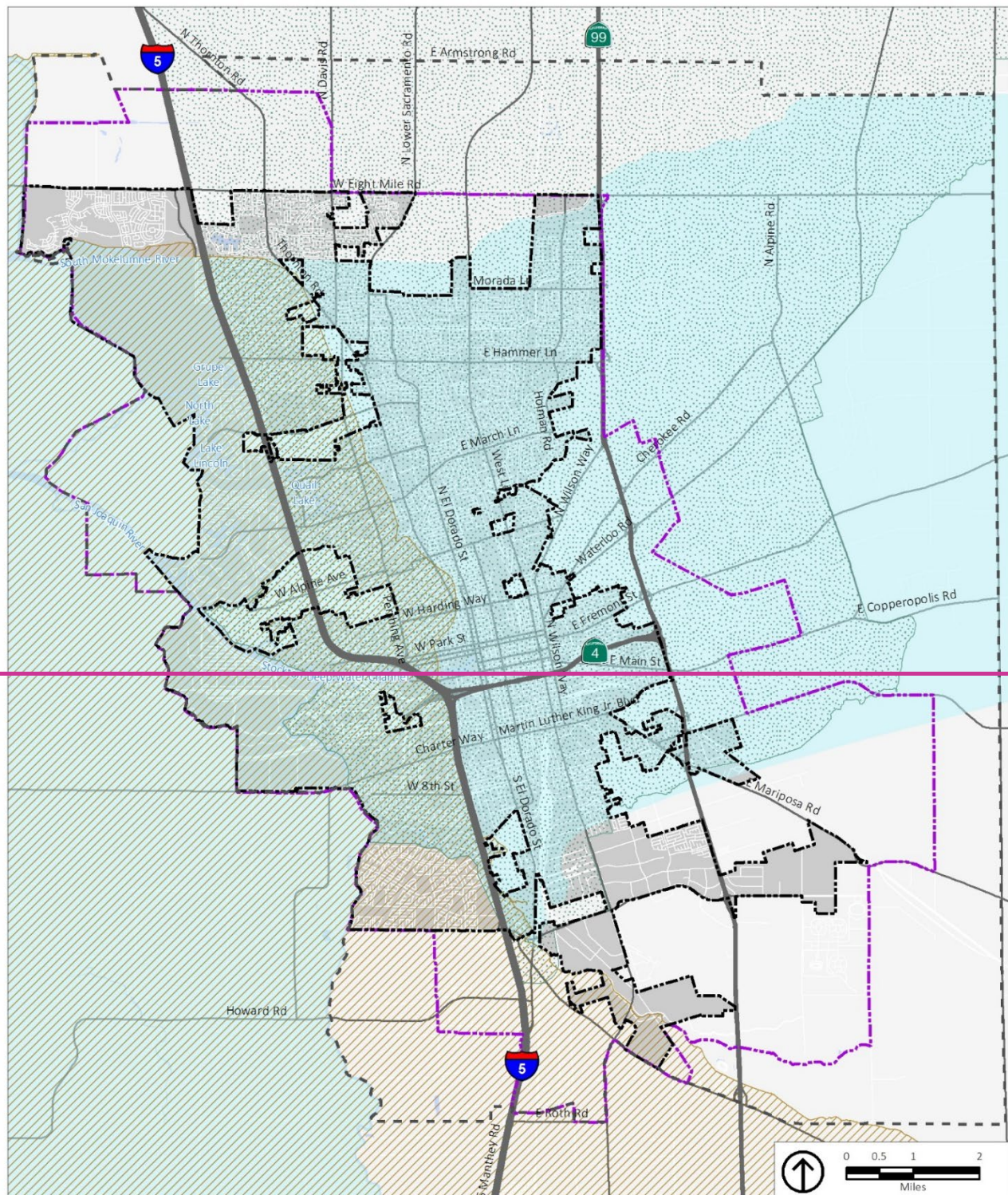
Increased frequency and severity of Delta flooding could have significant impacts on some of Stockton's most vulnerable residents. Approximately 65 percent of the Delta's

population that could be exposed to the 100-year flood by 2050 reside in areas with high concentrations of socially vulnerable residents. Increases in damaging flood events will cause greater property damage, public health and safety concerns, displacement, and loss of life.

As sea levels rise and heavy precipitation becomes more common, the likelihood of levee overtopping will increase. Levee breaks could cause large amounts of salt water from the Bay to enter the Delta and would have an adverse effect on Delta water quality and water system operations. Salt water intrusion could take months to dissipate, depending on the severity of the levee break and the degree of intrusion.

Of the ecosystems currently protected by levees in the Delta region, 73 percent are at risk of flooding due to levee overtopping resulting from a combination of sea level rise and storm events. By 2085, rising sea levels are expected to cause all critical remaining tidal wetland ecosystems in the Delta to transition to different plant communities or drown completely.

Figure 5-9

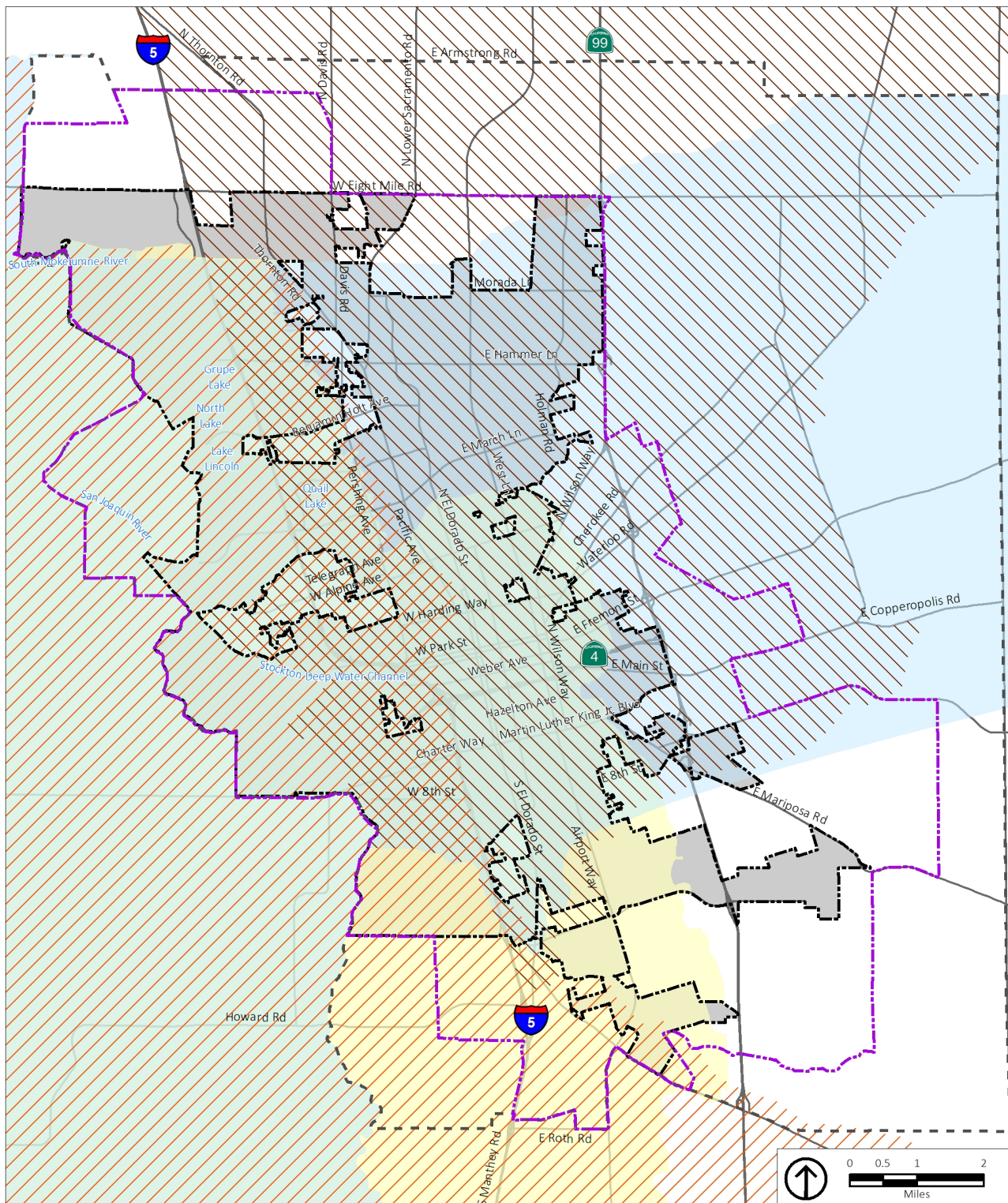
Dam Inundation

Source: San Joaquin County, 2017; PlaceWorks, 2017.

Dam Inundation Areas

- Camanche Dam
- New Melones Dam
- New Hogan Dam

- City Limit
- Sphere of Influence
- General Plan Planning Area



POLICY SAF-2.35**Protect the community from potential flood events.****Action SAF-2.3A5A**

Coordinate with appropriate State, federal, and local flood control agencies to develop a flood protection plan for the levee systems protecting the city that:

- Identifies the levees protecting the city and the entities responsible for the operation and maintenance of the levees.;
- Determines the flood levels in the waterways and the level of protection offered by the existing levees along the waterways.;
- Identifies a long-term plan to upgrade the system as necessary to provide at least a 100-year level of flood protection to the city, and 200-year level of flood protection, where feasible.;
- Encourages multi-purpose flood management projects that, where feasible, incorporate recreation, resource conservation, preservation of natural riparian habitat, and scenic values of the city's streams, creeks, and lakes.;
- Includes provisions for updates to reflect future State or federally mandated levels of flood protection.

Action SAF-2.3B5B

Collaborate with State and local flood management agencies and other interested parties to develop funding mechanisms to finance the local share of flood management responsibilities and maintain cooperative working relationships with appropriate agencies to minimize flood hazards and improve safety.

Action SAF-2.3C5C

Require new public and private waterfront development to be oriented to waterways and provide setbacks and easements along levees and channels to provide space for levee widening, flood fighting, roadway and

maintenance access, open space and trail amenities, and appropriate landscaping.

Action SAF-2.35D

For any critical public facility sited within the 100-year floodplains (as shown in Figure 5-4) or within the areas at risk of inundation from sea level rise by 2085 projected sea level (as shown in Figure 5-8) inundation zone as shown in Figures XX, the responsible agency or department shall implement site or building flood protection improvement methods to ensure operability and minimize damage.

Action SAF-2.3D

Prepare and maintain a map of evacuation routes for major flood events.

Action SAF-2.35EE

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones and levee protection areas (as identified in Figure XX5-4) to connect with local, regional, state, and federal initiatives to improve housing resiliency.

Action SAF-2.3G5F

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones and levee protection areas (as identified in Figure XX5-4) to insure their property and receive recovery resources in the aftermath of a flood.

Action SAF-2.3H5G

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones (as identified in Figure XX5-4) to obtain relocation assistance and/or obtain affordable housing outside of flood hazard zones.

Identify

Identify

POLICY SAF-2.46

Minimize risks to the community from flooding through appropriate siting and protection of structures and occupants.

Action SAF-2.4A6A

Regulate new urban development in accordance with State requirements for 200-year level of flood protection and federal requirements for 100-year level of flood protection.

Action SAF-2.46B

Require flood-proofing of new and expanded buildings and structures in the mapped flood hazard zones and levee protection areas shown on Figure XX5-4. Flood-proofing methods will be determined on a project-by-project basis, and may include, but not be limited to:

- (a) Anchoring to prevent flotation, collapse, or lateral movement.
- (b) Using flood-resistant construction materials.
- (c) Employing construction methods and practices that minimize flood damage.
- (d) Elevating building pads and habitable building floors above the base flood elevation plus required freeboard.
- (e) Providing adequate venting to allow for equalization of hydrostatic flood forces.

Action SAF-2.4C6CB

Investigate and implement when feasible mitigation measures that offer 200-year level of flood protection for existing urban development in flood-prone areas.

Action SAF-2.4D6DC

Preserve floodways and floodplains for non-urban uses to maintain existing flood carrying

capacities, except when mitigated in conformance with the City's floodplain management program.

Action SAF-2.4E6ED

Consider the best available flood and sea-level hazard information and mapping from regional, State, and federal agencies to inform land use and public facilities investment decisions.

OTHER HAZARDS OF CONCERN

Drought

A drought is an extended period when precipitation levels are well below normal andbut is a normal part of the climate cycle. Drought may cause losses to agriculture; affect domestic water supply, energy production, public health, and wildlife; or contribute to wildfire. Like most of California and the western United States, Stockton chronically experiences drought cycles.

Drought impacts the city's water supply, whichand, in severe instances, ultimately makes less water available for people, businesses, and natural systems. Both the City of Stockton Municipal Utilities District (COSMUD) and the California Water Service Company Stockton District (Cal Water) supply water to different parts of the community. Stockton's primary water sources during base years are surface water from several local and regional rivers (including the Calaveras, Stanislaus, and San Joaquin Rivers) and the East San Joaquin Subbasin of the San Joaquin Valley Groundwater Basin. As of August 2023, Stockton and the location of its water sources were not in drought conditions, although San Joaquin County was in a state of extreme to exceptional drought—the highest level of drought recognized by the US Drought Monitor—as recently as December 2022. COSMUDThe City Utilities District and Cal-California Water both project that they will have an adequate water supply through 2045 for normal years, single dry years, and multiple dry years—water supply conditions.

Although droughts are a regular feature of California's climate, scientists expect that climate change will lead to more frequent and intense droughts statewide. Climate change is expected to cause more precipitation to fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack by as much as 70 to 90 percent. How much snowpack will be lost depends in part on future precipitation patterns, the projections for which remain uncertain. However, even under wetter climate projections, the loss of snowpack would pose potential water shortage issues and exacerbate drought conditions.

Increasing frequency and severity of droughts will likely have negative impacts on Delta agriculture. Drought, especially in combination with other climate change stressors and hazards, such as extreme heat, may reduce crop productivity. Reductions in agricultural productivity would disproportionately impact low-income agricultural laborers, who would be more likely to lose their jobs first and who tend to have fewer resources to cope with drought and other climate change impacts. Drought and other climate change impacts may exacerbate existing water affordability issues. Increased frequency of droughts may also contribute to harmful algal blooms and degrade raw water quality, requiring drinking water treatment system upgrades.

Fire Hazards

Fire hazards include both wildfires and urban fires. Though the city is vulnerable to both kinds of fire threats, the climatic and vegetative conditions in Stockton are generally not conducive to the spread or development of wildfires. Fuel, weather, and topography are primary factors that affect how wildland fires spread. Wildfire risk in San Joaquin County is generally low. Fire protection in Stockton is provided by the SFD, as described in Section 2.1, Public Safety.

CAL FIRE (California Department of Forestry and Fire Protection) establishes fire hazard severity zones (FHSZ), designating each as moderate,

high, or very high severity. There are no FHSZs in or immediately next to the city. However, there are high and very high FHSZs in neighboring counties, and smoke from fires in these areas could impact local air quality.

The wildland-urban interface (WUI) is an area where buildings and infrastructure (e.g., cell towers, schools, water supply facilities) mix with areas of flammable wildland vegetation. There are two types of WUI: interface (areas where housing and other development borders wildland areas) and intermix (where development is mingled and interspersed with wildland areas). Additionally, the influence zone refers to an area made up of wildfire-susceptible vegetation up to 1.5 miles from the WUI, and the threat zone is an additional strip of vegetation modified to reduce flame heights and radiant heat. Figure 5-10 shows the WUI zones around Stockton.

Although the wildfire risk in Stockton is low, there is a risk of structural fires. Structural fires are often due to faulty wiring or mechanical equipment and combustible construction materials. The absence of fire alarms and fire sprinkler systems are often conditions that exacerbate the damages associated with a structural fire. Structural fires are largely from human accidents, although some fires may be started deliberately (arson). Older buildings that lack modern fire safety features may face greater risk of damage from fires.

Greater frequency of regional fires can create recurrent air quality degradation, leading to respiratory health effects. Wildfire smoke consists of a mix of gases and fine particulate matter from burning vegetation and materials. The pollutant of most concern from wildfire smoke is fine particulate matter (PM_{2.5}). PM_{2.5} from wildfire smoke is damaging to human health due to its ability to deeply penetrate lung tissue and affect the heart and circulatory system. Although wildfire smoke presents a health risk to everyone, sensitive groups may experience more severe acute and chronic symptoms from exposure to wildfire smoke, such as children, older adults, people with

chronic respiratory or cardiovascular disease, or people experiencing low socioeconomic status. Air quality in Stockton has been impacted by major recent wildfires, most notably the Lightning Complex Fire of 2020, Creek Fire of 2020, and Camp Fire of 2018. All of these fires resulted in elevated levels of particulate matter in San Joaquin County for several days.

Warmer weather, reduced snowpack, and earlier snowmelt attributable to climate change are expected to increase wildfire risk due to increased fuel and ignition risks. Although Stockton itself faces a low wildfire risk, wildfire risk is generally projected to increase across Northern California, and wildfires are expected to become larger and harder to control, so Stockton will likely continue to be subject to wildfire smoke. Regional wildfires may also interfere with the city's power supply via Public Safety Power Shutoff events or damage to electricity transmission infrastructure.

Agricultural and Ecosystem Pests

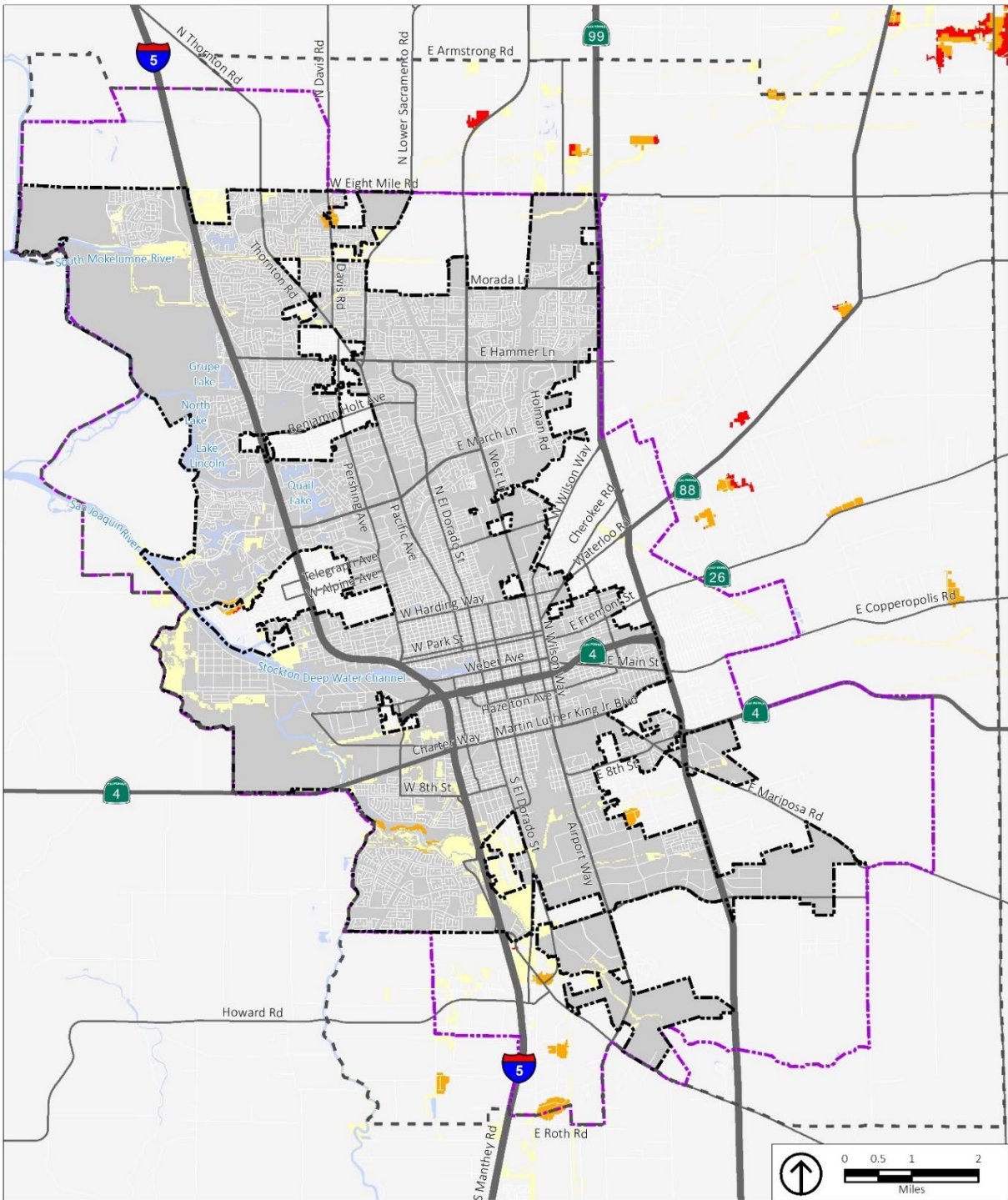
Though there is limited agricultural land and open space within Stockton itself, San Joaquin County contains significant farmland, including prime farmland and farmland of statewide importance, as well as extensive wetlands and levee systems. Therefore, the county is vulnerable to agricultural and ecosystem pests. Pests that have been of particular concern in San Joaquin County recently include nutria and Russian knapweed.

Agricultural and ecosystem pests will likely maintain a presence in San Joaquin County, though their activity can be at least partially managed via the County's pest-control initiatives. Pest activity is likely to increase because higher temperatures caused by global warming allow insects to reproduce more rapidly and increase the activity window for pests and diseases. Row crops can be affected by fungal pathogens and invasive disease vectors as temperatures continue to rise, affecting the quality and viability of crops.

FIGURE 5-10

Wildland-Urban Interface Zones

DRAFT



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, CalFire 2015

-  General Plan Planning Area
-  City Limit
-  Sphere of Influence
-  Wildland/Urban Intermix Zone
-  Wildland/Urban Interface Zone
-  Wildland/Urban Influence Zone

Extreme Heat

California's Cal-Adapt database of climate change effects defines extreme heat as temperatures that are hotter than 98 percent of the historical high temperatures for the area, as measured between April and October of 1961 to 1990. Days that reach this level are called extreme heat days. In Stockton, the extreme heat threshold is 102.3°F. An event with five extreme heat days in a row is called a heat wave. Extreme heat also takes the form of warm nights when temperatures do not cool down overnight to provide ~~community members with~~ relief from the hot days. This can also cause higher electricity use during the nighttime hours as community residents use more energy to cool homes. In Stockton, a warm night occurs when the temperature stays above 66°F.

Health impacts are the primary concern with this hazard, though economic impacts are also an issue. People exposed to extreme heat can suffer heat-related illnesses such as heat cramps, heat exhaustion, and (most severely) heat stroke. The elderly, individuals below the poverty level, outdoor workers, immigrant communities, and those experiencing homelessness are among the most vulnerable to extreme heat. Very high temperatures can harm plants, animals, and natural ecosystems that are not well adapted to them. The heat causes more demand for electricity (usually to run air conditioning units), and, in combination with the stress on the power lines, may lead to brownouts and blackouts.

Extreme heat tends to occur on an annual basis and is likely to continue occurring annually. According to California's climate change projections, the number of extreme heat days in Stockton is expected to rise from a historical annual average of 4 to 23 by the middle of the century (2035 to 2064) and 44 by the end of the century (2070 to 2099), with occasional years experiencing many more extreme heat days. The number of warm nights in Stockton is projected to increase from an annual average of 4 historically

to 27 by midcentury and 66 by the end of the century.

Severe Weather

Severe weather is generally any destructive weather event, but usually occurs in Stockton as strong storms ~~and/or~~ heavy fog. Severe weather is usually caused by intense storm systems, although strong winds can occur without a storm. The types of dangers posed by severe weather vary widely and may include injuries or deaths, damage to buildings and structures, fallen trees, roads and railways blocked by debris, and fires sparked by lightning. Severe weather can produce high winds and lightning that can damage structures and cause power outages. Lightning from these storms can ignite structure fires that can cause damage to buildings and endanger people. Objects such as vehicles, unprotected structures (e.g., bus stops, car ports), fences, telephone poles, or trees can also be struck directly by lightning, which may result in an explosion or fire.

Severe weather is an annual occurrence in San Joaquin County. However, actual damage associated with the primary effects of severe weather have been limited. Climate change is expected to cause an increase in intense rainfall and strong storm systems. This means that Stockton could see more intense weather resulting from these storms in the coming years and decades, although such an increase may not affect all forms of severe weather. Though average annual rainfall may increase only slightly, climate change is expected to cause an increase in the number of years with intense levels of precipitation. Heavy rainfall can increase the frequency and severity of other hazards, including flooding. The incidence of winter fog has decreased dramatically over the past three decades, due in part to declines in winter chill caused by climate change.

Human Health Hazards

Human health hazards are bacteria, viruses, parasites, and other organisms that are spread by

insects, animals, and other pest organisms and can cause diseases and illness in people. Some of these diseases may cause only mild inconvenience, but others are potentially life threatening. These diseases can be and often are carried by animals, such as mice and rats, ticks, and mosquitos. Warmer temperatures and high levels of precipitation can lead to increased populations of disease-carrying animals, creating a greater risk of disease and increased rates of infection. Populations most vulnerable to human health hazards are those who spend a disproportionate amount of time outdoors, those with fragile immune systems or existing illnesses, and those who may live in sub-standard housing or not have access to health insurance and medical care.

Human health hazards of various scales and levels of severity are likely to continue to occur in the future. Climate change is projected to contribute to increases in average temperature and changes in precipitation patterns that favor large precipitation events and associated flooding. These changes in climatic changes promote the reproduction and speed the growth of many pest species, leading to higher populations of potential disease vectors. Overall risk of human health hazards is thus expected to increase.

POLICY ~~SAF-2.7CH-5.2I~~

Accommodate a changing climate through adaptation, mitigation, and resiliency planning and projects.

Action ~~SAF-2.7CH-5.2IA~~

Create a city-specific Local Hazard Mitigation Plan and incorporate this plan into the Safety Element. Begin creation of the plan within one year.

Action ~~SAF-2.7CH-5.2B~~

Conduct regular updates to the ~~Upon the next revision of the City's Local Hazard Mitigation Plan, conduct a comprehensive~~ climate change vulnerability assessment ~~and associated to inform~~

~~the development of~~ adaptation and resilience policies and strategies, and incorporate them into the Safety Element, in accordance with SB 379.

Action ~~CH-5.1B~~

~~Maintain and implement the City of Stockton Climate Action Plan (CAP) and update the CAP to include the following:~~

- ~~Updated communitywide GHG emissions inventory;~~
- ~~2030 GHG emissions reduction target, consistent with SB 32;~~
- ~~Estimated 2030 GHG emissions reduction benefits of State programs;~~
- ~~Summary of the City's progress toward the 2020 local GHG emissions reduction target;~~
- ~~New and/or revised GHG reduction strategies that, when quantified, achieve the 2030 reduction target and continue emission reductions beyond 2030; and~~
- ~~New or updated implementation plan for the CAP.~~

Action ~~SAF-2.7CH-5.2IC~~

~~Continue to participate in regional climate change vulnerability assessment, adaptation planning, and resilience efforts. Accommodate a changing climate through adaptation and resiliency planning and projects, including through pursuit of grant funding for implementation of resilience efforts.~~

Action ~~SAF-2.7CH-5.2D~~

~~Continue to identify opportunities to expand the City's organization capacity to respond to the effects of climate change.~~

Action ~~SAF-2.7CH-5.2E~~

~~Establish a network of equitably located community resilience centers that would offer refuge and backup power for community members in the event of a large-scale disaster or extreme heat event, including as a last resort shelter-in-place location.~~

Action SAF-2.7CH-5.2F

Install backup power and water resources at critical City facilities, emergency shelters, and cooling centers in case of power and water outages.

**Action SAF-2.7CH-5.2G**

Work with regional and local partners to increase the number of solar and battery systems installed at homes, businesses, and City facilities.

~~community~~ Action SAF-2.7CH-5.2H

Coordinate with transit providers to identify and advertise ways for individuals with restricted mobility to reach resilience centers, cooling centers, and alternate care sites.

Action SAF-2.7CH-5.2I

Conduct targeted public outreach and education about cooling strategies for those populations sensitive to higher temperatures, especially seniors and those who work outdoors, lack permanent shelter, and lack air conditioning.

Action SAF-2.7CH-5.2J

Partner with local community-based organizations to pursue grant funding opportunities to provide financial assistance or reduced costs for energy retrofits, cooling, ventilation, or other adaptation measures to help protect low-income households, senior citizens, and other vulnerable persons against extreme heat events.

**Action SAF-2.7CH-5.2K**

~~Deploy~~Plant trees and installation more of green space in order to provide shade and combat high heat, with a focus on neighborhoods that are most vulnerable to heat.

Action SAF-2.7CH-5.2L

Target residents living within the wildland urban interface (as shown ion Figure XX5-10) with

information about the dangers of living in a wildfire hazard area and strategies for reducing wildfire risk.

Action SAF-2.7CH-5.2M

~~Target residents living within the wildland urban interface (as shown ion Figure XX) with information about the dangers of living in a wildfire hazard area and strategies for reducing wildfire risk.~~

Action SAF-2.7CH-5.2NM

Work with existing property owners within wildland-urban interface areas to establish and maintain fire breaks and defensible space, vegetation clearance, emergency access roads, water supply and fire flow, signage, and firefighting infrastructure that meets current adopted State, County, or community fire safety standards.

Action SAF-2.7CH-5.2ON

Discourage new development within the wildland-urban interface (as shown ion Figure XX5-10). If new development does occur within these areas, require any construction of buildings or infrastructure to incorporate fire-safe design features that meet the State Fire Safe Regulations and Fire Hazard Reduction Around Buildings and Structures Regulation for road ingress and egress, fire equipment access, and adequate water supply.

Action SAF-2.7CH-5.2PO

Expand and maintain the City's network of public drinking fountains and water dispensers.

Action SAF-2.7CH-5.2QP

Coordinate with local medical providers and Public Health Services of San Joaquin County to ensure low-cost medical and emergency medical services are available to all residents in the city.

Action SAF-2.7CH-5.2RQ

Work with San Joaquin County and the San Joaquin County Mosquito and Vector Control District to monitor the status of mosquitoes and

agricultural and ecosystem pests and contribute resources to pest management initiatives as feasible.

Earthquakes are also among the threats to levee and dam stability. According to the Federal Emergency Management Agency (FEMA), most of the levees in the Planning Area meet minimum standards, but levees are subject to structural failure, erosion, and damage from vegetation and rodents, as well as earthquakes and floods (see next section). Given these possible risks, the California Department of Water Resources (DWR) provides Levee Flood Protection Zone (LFPZ) maps to increase awareness of flood risks from levee failure. These zones, shown in Figure 5-2, estimate the maximum area that may be flooded from failure of a State or federal levee.

~~As shown in Figure 5-3, Stockton is also within the inundation areas of three major dams:~~

- ~~■ New Hogan Dam on the Calaveras River~~
- ~~■ New Melones Dam on the Stanislaus River~~
- ~~■ Camanche Dam on the Mokelumne River~~

~~Failure of any of these dams (each is about 30 miles from the city) would give residents about 7 hours to evacuate. Other major regional dams could also affect Stockton, but would have longer lead times. The California Division of Safety of Dams (DSOD) inspects each dam on an annual basis to ensure the dam is safe and performing as intended. The dams have also been assessed for seismic stability and are projected to withstand the maximum credible earthquake.~~

POLICY SAF-2.1

Ensure that community members are adequately prepared for natural disasters and emergencies through education and training.

Action SAF-2.1A

~~Develop neighborhood watch and emergency support groups to be trained and put into action in the event of an emergency in support of government staff.~~

Action SAF-2.1B

~~Inform the public about the specific risks of living in flood-prone areas, and provide residents instructional information on how to take steps to reduce their exposure to flood damages.~~

POLICY SAF-2.2

Prepare sufficiently for major events to enable quick and effective response.

Action SAF-2.2A

~~Require new development to provide adequate access for emergency vehicles and evacuation routes, including by designing roadway systems to provide multiple escape routes in the event of a levee failure.~~

Figure 5-2
Levee Flood Protection Zones

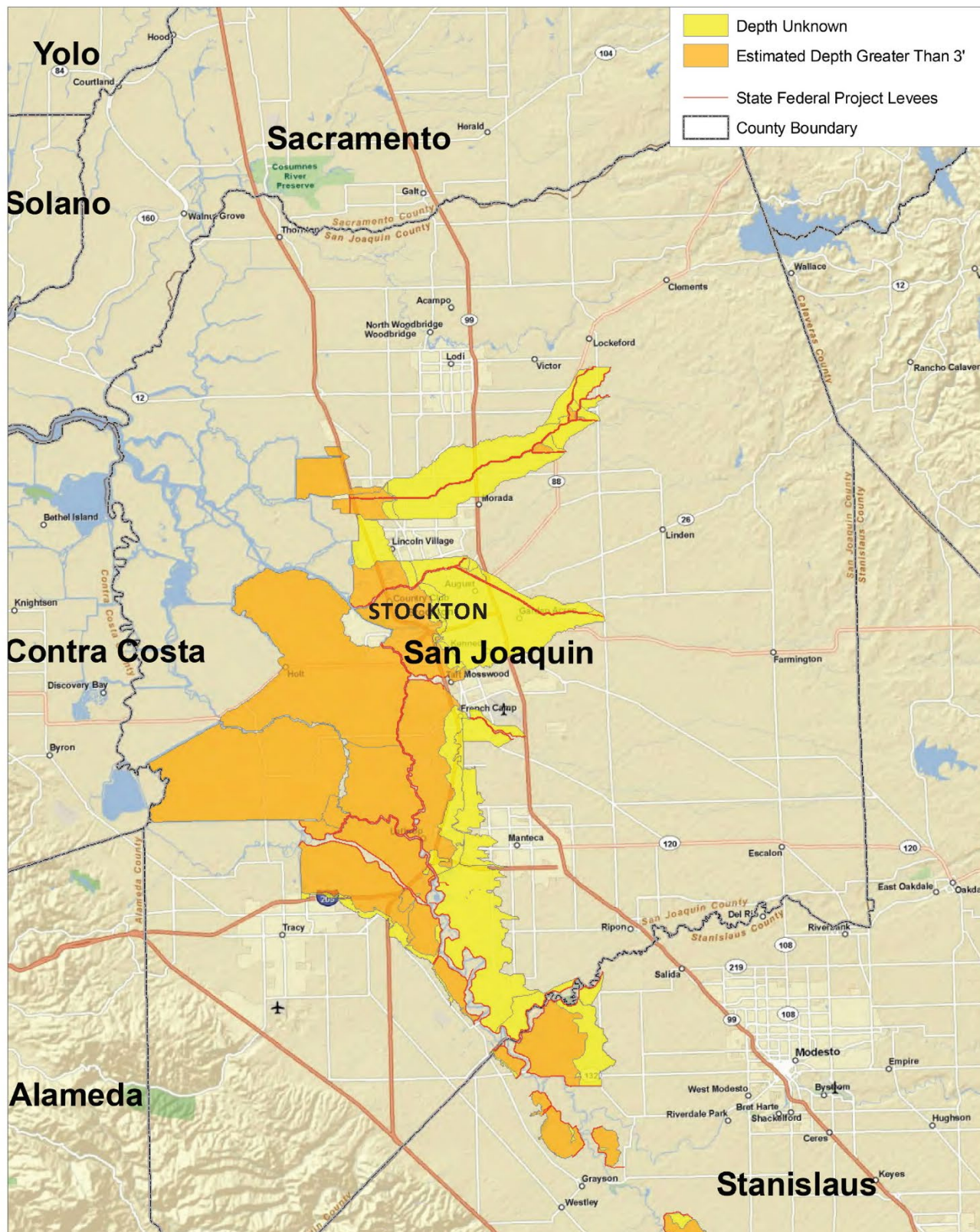
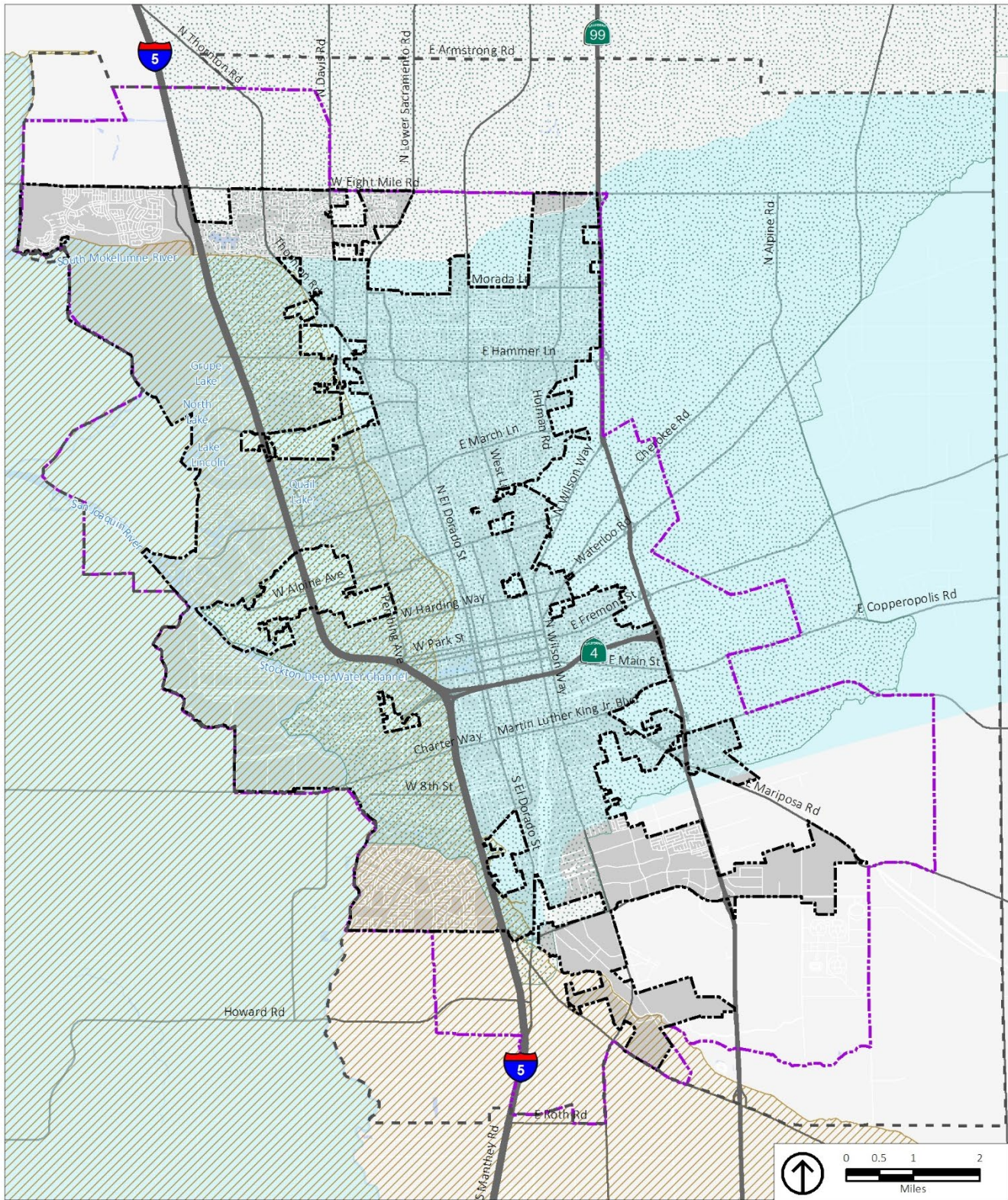


Figure 5-3
Dam Inundation Areas



Source: San Joaquin County, 2017; PlaceWorks, 2017.

Dam Inundation Areas

- Camanche Dam
- New Melones Dam
- New Hogan Dam

- City Limit
- Sphere of Influence
- General Plan Planning Area

Action SAF-2.2B

Formulate, review, periodically update, and make available to the public emergency management plans for the safe evacuation of people from areas subject to inundation from levee and dam failure.

Action SAF-2.2C

Require new critical facilities, including hospitals, emergency operations centers, communications facilities, fire stations, and police stations, to be located, designed, and constructed to avoid or mitigate potential risks and ensure functional operation during flood events (i.e., avoid locating in the 100-year and 200-year floodplains), seismic and geological events, fires, and explosions.

Action SAF-2.2D

Continue to work with San Joaquin County, the County Office of Emergency Services, other cities in the region, and disaster agencies to coordinate disaster and emergency preparedness planning.

PARTS OF STOCKTON ARE AT RISK FROM FLOODING

Reclamation of Delta land over many years has reduced available floodplain and increased flooding potential, especially along the western boundary of the community. Land along local waterways is protected by levees, but earthquakes or overtopping due to major storms can cause levees to fail. Stockton has historically faced flooding, especially during the 1950's:

- ~~1950:~~ Almost 14,000 acres of the Delta



flooded, washing out the Southern Pacific Railroad tracks and State Highway 50 west of Stockton.

- ~~1955-1956:~~ Extensive flooding occurred along the eastern tributaries of the San Joaquin River.

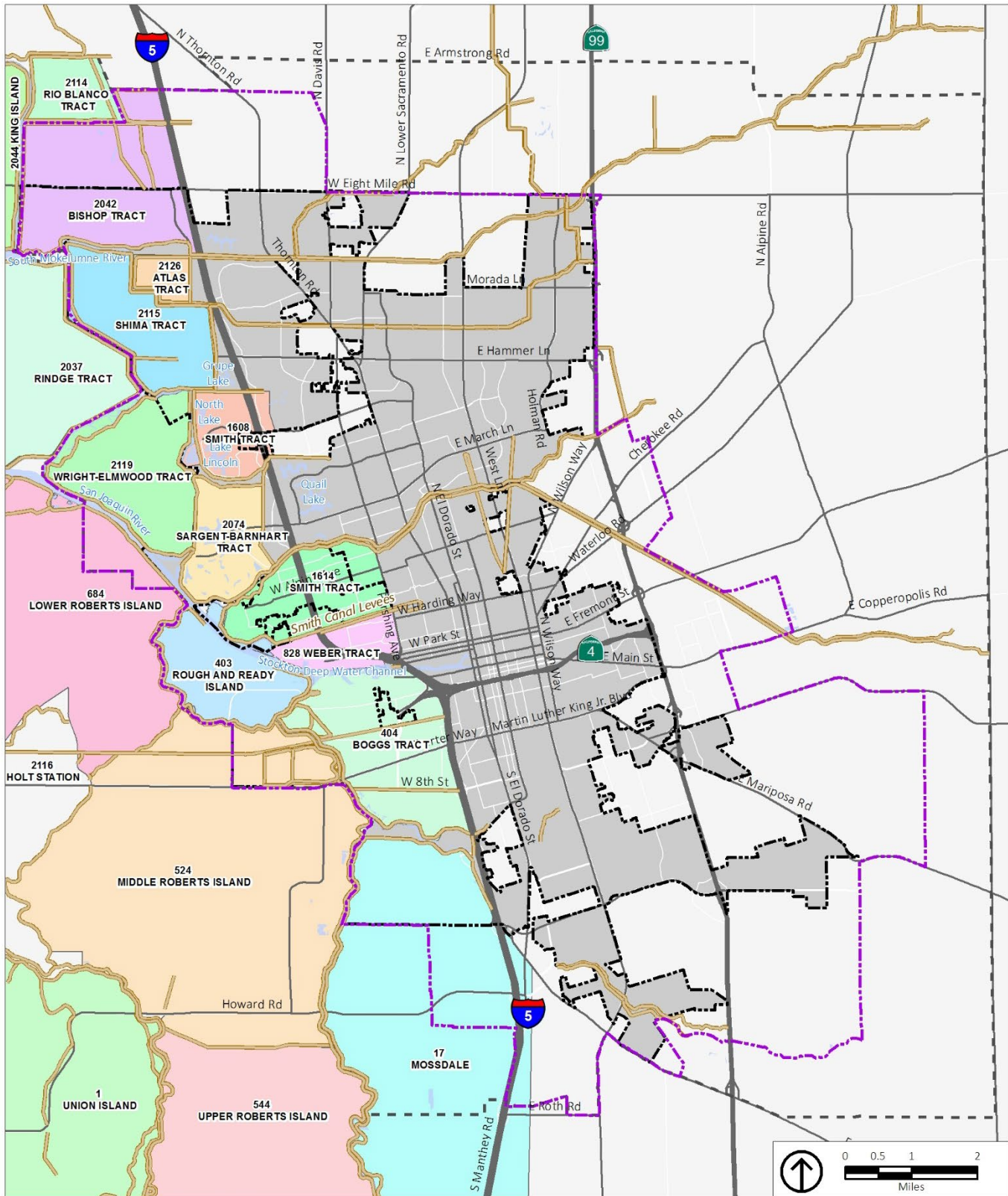
- ~~1958:~~ Approximately 250,000 acres from Stockton to Fresno along the San Joaquin River flooded, in part due to prolonged and unusually voluminous snowmelt from the Sierra Nevada.

Since 1998, flood risks have been reduced significantly through the Locally Constructed Flood Control Project by the San Joaquin Area Flood Control Agency, which includes flood protection facilities on Bear Creek, Little Bear Creek, Pixley Slough, Upper Mosher Creek, the Mosher Diversion, Mosher Slough, the Calaveras River, the Stockton Diverting Canal, and Mormon Slough. Figure 5-4 shows levees in the Stockton area and the boundaries of the local reclamation districts that are responsible for maintaining levees and other flood protection facilities.

The Federal Emergency Management Agency maps areas at risk of inundation from a 100-year flood, which has a 1 percent chance of occurring in any year, and a 500-year flood, where the risk of flooding is 0.2 percent annually, along with areas protected by levees, as shown in Figure 5-5.

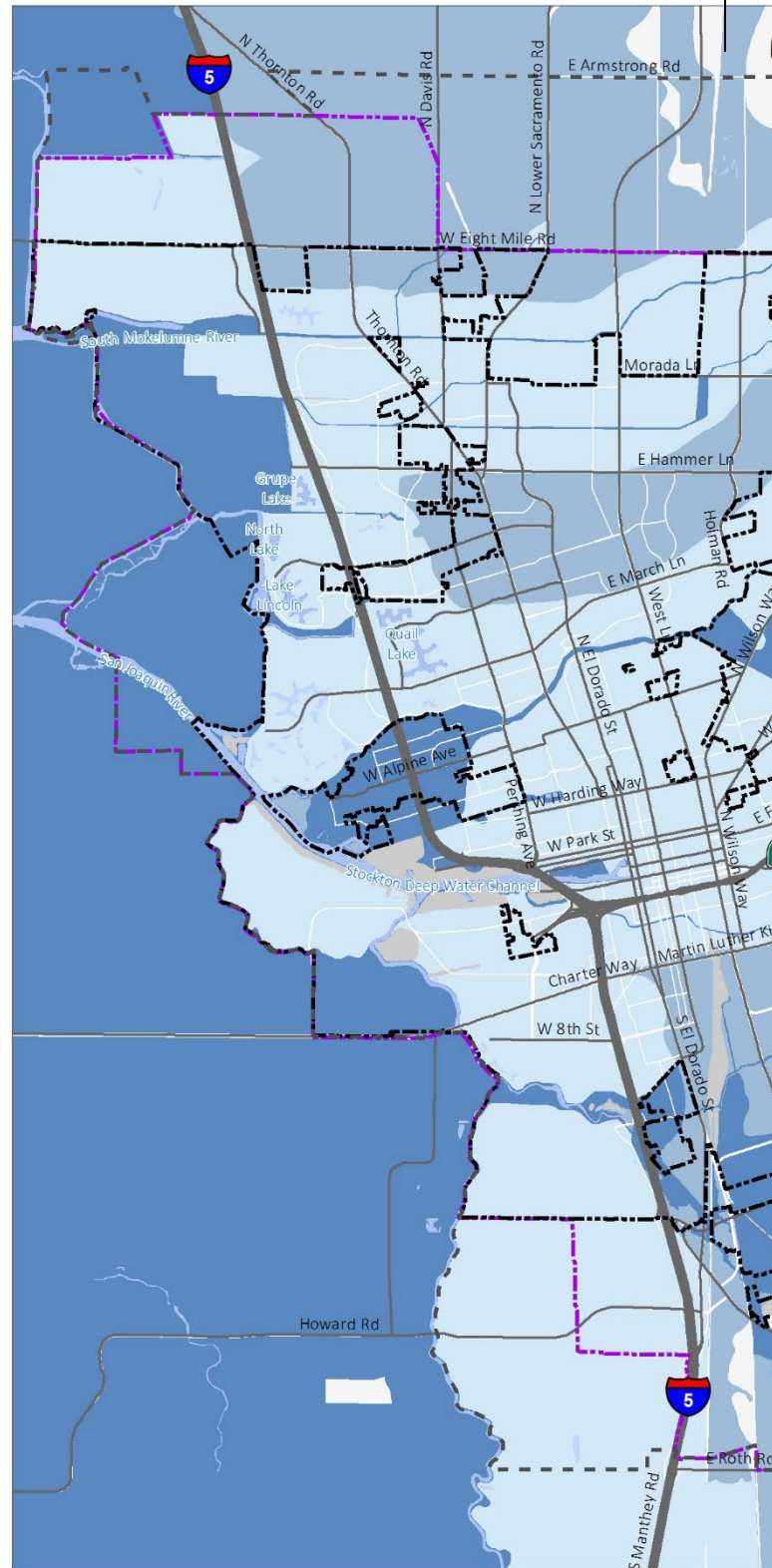
In Figure 5-6, these flood hazard zones are overlaid on the General Plan land use map to illustrate how planned land uses are affected by flood risk. State Senate Bill 5, adopted in 2007, also requires Central Valley cities to protect development from a 200-year flood, which has a 0.5 percent probability of occurring in any year. Areas that would be subject to flooding levels of 3 feet or more during a 200-year storm are shown on Figure 5-7. The 2012 Central Valley Flood Protection Plan provides additional guidance for regional flood protection, including suggestions for improvements to levees along the San Joaquin River and tributary channels in and around Stockton that are part of the State Plan of Flood Control Facilities, which are shown in Figure 5-8. Areas already protected by those facilities are shown in Figure 5-9, and Figure 5-10 shows waterway and land areas that can help accommodate flood and storm waters.

Figure 5-4
Levees and Reclamation Districts



Source: San Joaquin County, 2016; PlaceWorks, 2017.

- Levees
- City Limit
- Sphere of Influence
- General Plan Planning Area

Figure 5-5**FEMA Flood Zones**

Source: City of Stockton; San Joaquin County; Federal Emergency Management System (FEMA)

Flood Zones

- 100-Year Flood Zone
- 500-Year Flood Zone
- Protected by a Levee

City Limit

Sphere of Influence

General Plan Planning Area

POLICY SAF-2.3**Protect the community from potential flood events.****Action SAF-2.3A**

Coordinate with appropriate State, federal, and local flood control agencies to develop a flood protection plan for the levee systems protecting the city that:

- Identifies the levees protecting the city and the entities responsible for the operation and maintenance of the levees;
- Determines the flood levels in the waterways and the level of protection offered by the existing levees along the waterways;
- Identifies a long term plan to upgrade the system as necessary to provide at least a 100-year level of flood protection to the city, and 200-year level of flood protection, where feasible;
- Encourages multi-purpose flood management projects that, where feasible, incorporate recreation, resource conservation, preservation of natural riparian habitat, and scenic values of the city's streams, creeks, and lakes; and
- Includes provisions for updates to reflect future State or federally mandated levels of flood protection.

Action SAF-2.3B

Collaborate with State and local flood management agencies and other interested parties to develop funding mechanisms to finance the local share of flood management responsibilities, and maintain cooperative working relationships with appropriate agencies to minimize flood hazards and improve safety.

Action SAF-2.3C

Require new public and private waterfront development to be oriented to waterways and provide setbacks and easements along levees and channels to provide space for levee widening, flood fighting, roadway and

maintenance access, open space and trail amenities, and appropriate landscaping.

Action SAF-2.3D

Prepare and maintain a map of evacuation routes for major flood events.

POLICY SAF-2.4

Minimize risks to the community from flooding through appropriate siting and protection of structures and occupants.

Action SAF-2.4A

Regulate new urban development in accordance with State requirements for 200-year level of flood protection and federal requirements for 100-year level of flood protection.

Action SAF-2.4B

Investigate and implement when feasible mitigation measures that offer 200-year level of flood protection for existing urban development in flood-prone areas.

Action SAF-2.4C

Preserve floodways and floodplains for non-urban uses to maintain existing flood-carrying capacities, except when mitigated in conformance with the City's floodplain management program.



~~Action SAF-2.4D~~

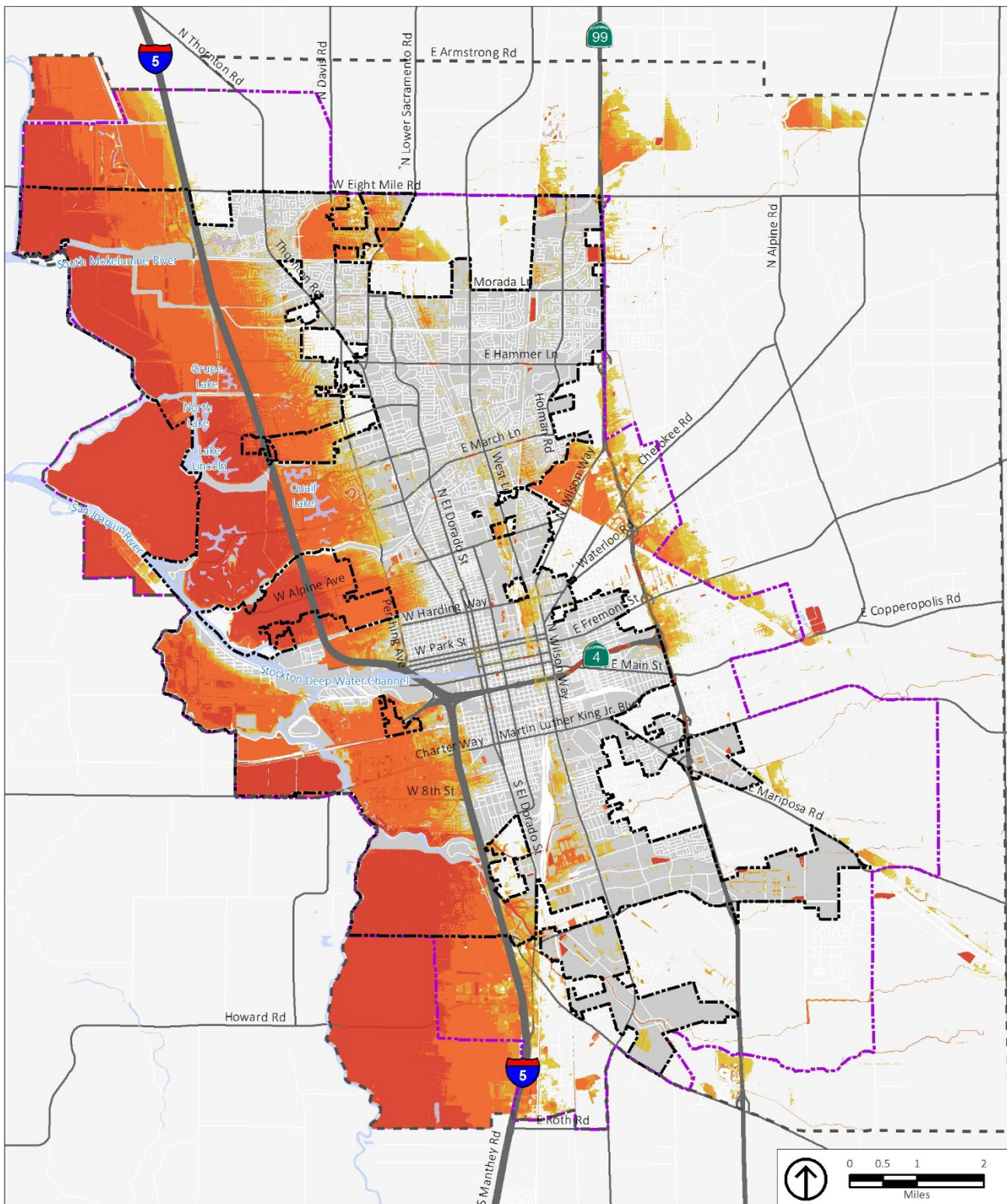
~~Consider the best available flood hazard information and mapping from regional, State, and federal agencies to inform land use and public facilities investment decisions.~~

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Figure 5-7
200-Year Storm Flood Depths



Source: California Department of Water Resources, 2016; PlaceWorks, 2017.

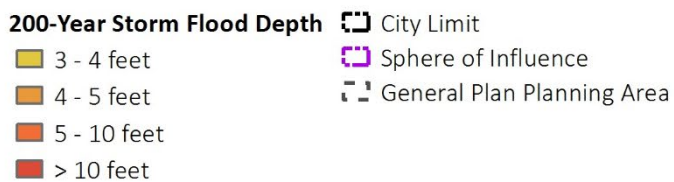
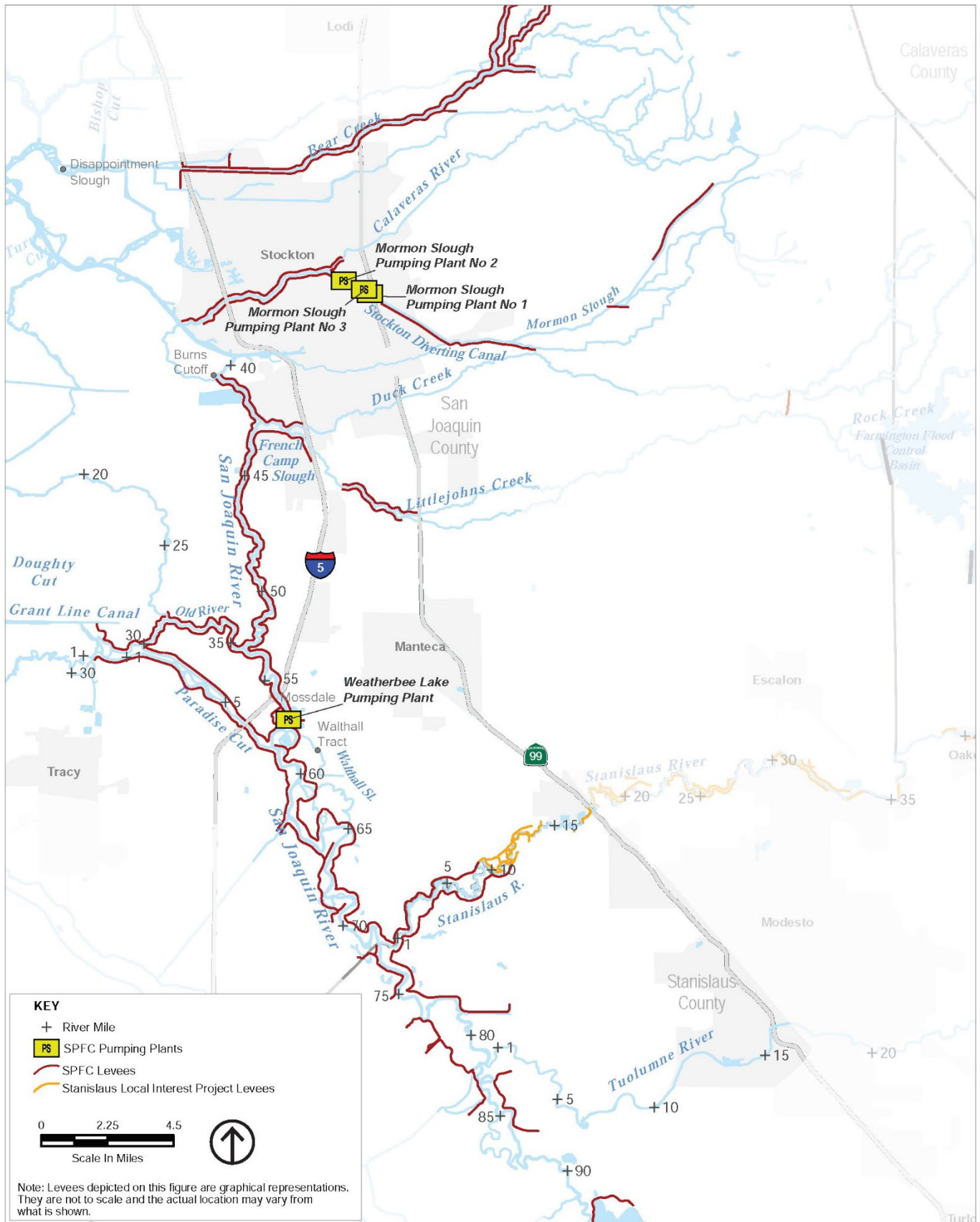
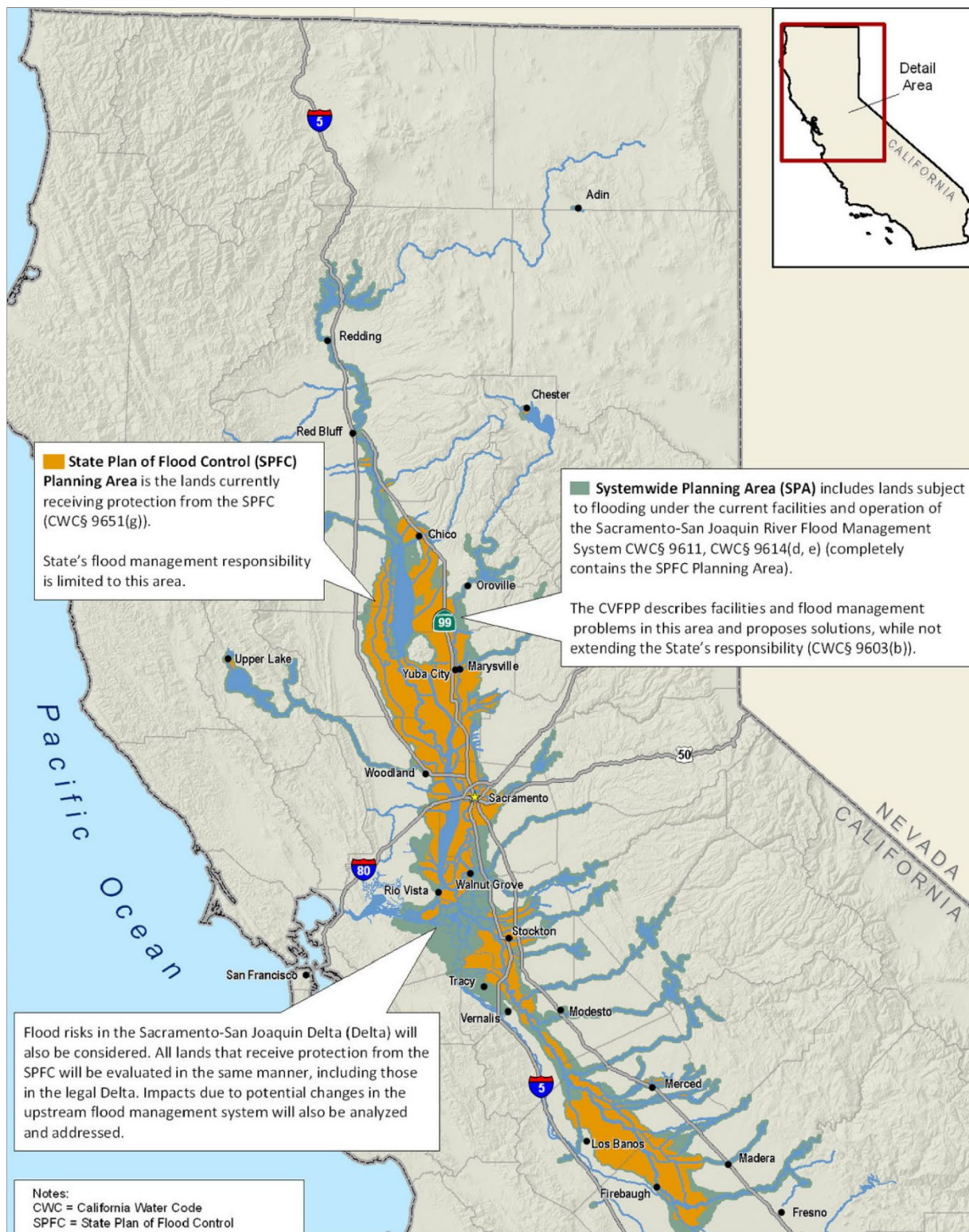


Figure 5-8**State Plan of Flood Control Facilities in the Stockton Area**

Source: California Department of Water Resources, 2010.

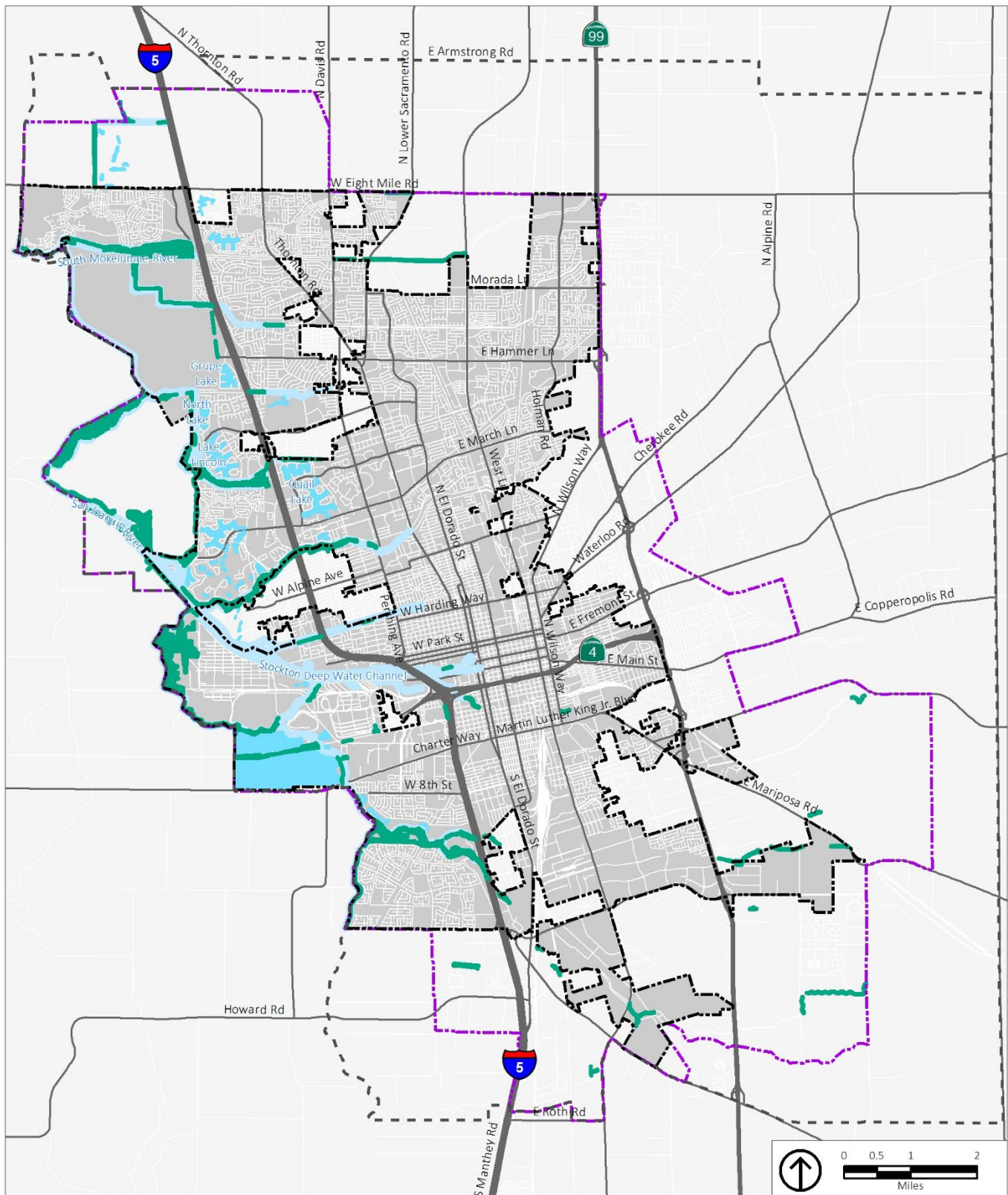
Figure 5-9**Areas Protected by State Plan of Flood Control Facilities**

Source: California Department of Water Resources, 2011.

0 45
Scale (Miles)Figure 5-7
Areas Protected by State Plan of Flood Control Facilities

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Figure 5-10
Floodwater Accommodations



Source: CA Department of Fish & Wildlife, 2016; City of Stockton, 2017; PlaceWorks, 2017.

- Riparian Areas and Wetlands
- Lakes, Reservoirs, and Ponds
- Streams and Rivers
- City Limit
- Sphere of Influence
- General Plan Planning Area

NOISE CAN DETRACT FROM QUALITY OF LIFE

Noise can affect the way people live and work. Some types of noise are only short-term irritants, like the pounding of a jackhammer or the whine of a leaf blower. These mobile sources can generally be controlled through the City's noise ordinance, but fixed sources such as roads, the railroad, and the airport instead require the City to ensure that land uses, especially "sensitive receptors" like homes and schools, do not bring people too close to noise, unless noise reduction measures like thicker walls and windows are determined to be acceptable.

State law requires general plans to use the Community Noise Equivalent Level (CNEL) or the Day/Night Average Sound Level (L_{dn}) to describe the community noise environment (in decibels, "dBA") and its effects on the population. The City of Stockton land use compatibility standards for noise are shown in Table 5-1, and the future 2040 roadway noise conditions are depicted graphically on Figure 5-11.

POLICY SAF-2.58

Protect the community from health hazards and annoyance associated with excessive noise levels.

Action SAF-2.5A

Prohibit new commercial, industrial, or other noise-generating land uses adjacent to existing sensitive noise receptors such as residential uses, schools, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA Community Noise Equivalent (CNEL) (decibels on A-weighted scale CNEL) when measured at the property line of the noise sensitive land use.

Action SAF-2.5B

Require projects that would locate noise sensitive land uses where the projected ambient noise level is greater than the "normally acceptable" noise level indicated on Table 5-1 to provide an acoustical analysis that shall:

- Be the responsibility of the applicant;
- Be prepared by a qualified person experienced in the fields of environmental noise assessment and architectural acoustics;
- Include representative noise level measurements with sufficient sampling periods and locations to adequately describe local conditions;
- Estimate existing and projected (20-year) noise levels in terms of L_{dn} /CNEL and compare the levels to the adopted noise policies and actions in this General Plan;
- Recommend appropriate mitigation to achieve compatibility with the adopted noise policies and standards;
- Where the noise source in question consists of intermittent single events, address the effects of maximum noise levels in sleeping rooms in terms of possible sleep disturbance;
- Estimate noise exposure after the prescribed mitigation measures have been implemented;
- If the project does not comply with the adopted standards and policies of this General Plan, provide acoustical information for a statement of overriding considerations for the project; and
- Describe a post-project assessment program, which could be used to evaluate the effectiveness of the proposed mitigation measures.

Action SAF-2.5C8C

Require noise produced by commercial uses to not exceed 75 dB L_{dn} /CNEL at the nearest property line.

Action SAF-2.5D8D

Grant exceptions to the noise standards for commercial and industrial uses only if a recorded noise easement is conveyed by the affected property owners.



Action SAF-2.5E8E

Require all new habitable structures to be set back from railroad tracks to protect residents from noise, vibration, and safety impacts.

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Table 5-1: Maximum Allowable Noise Exposure by Land Use

LAND USE TYPE	NOISE LEVEL, L_{DN} (DBA)						
	0-55	56-60	61-65	66-70	71-75	75-80	>81
Residential							
Urban Residential Infill							
Hotels, Motels							
Schools, Libraries, Churches, Hospitals, Extended Care Facilities							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arenas, Outdoor Spectator Sports							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Business Commercial and Professional							
Mining, Industrial, Manufacturing, Utilities, Agriculture							

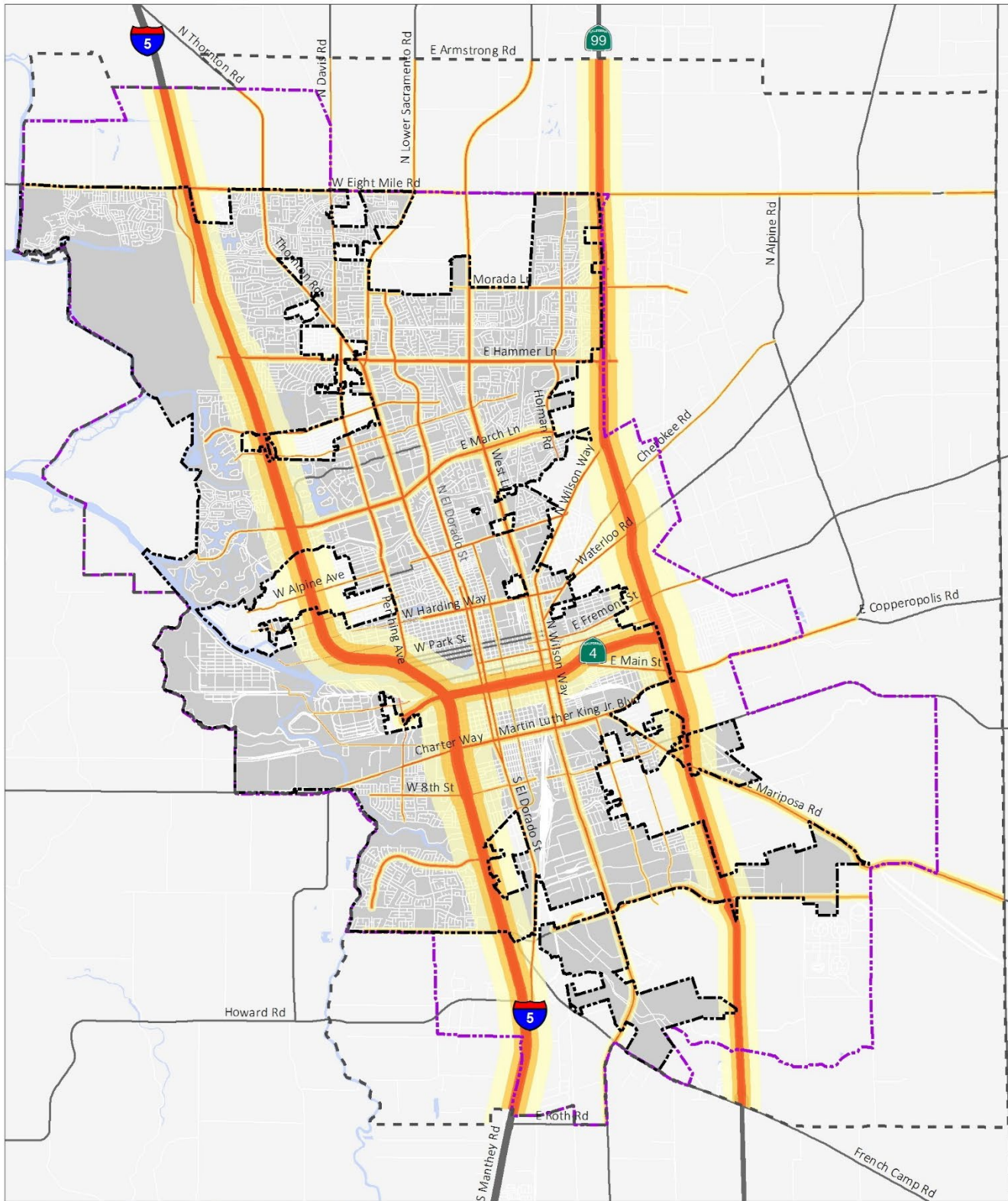
Normally Acceptable. Specified land use is satisfactory based on the assumption that any buildings involved are of normal, conventional construction, without any special noise insulation requirements.

Conditionally Acceptable. New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed insulation features have been included in the design.

Unacceptable. New construction or development should not be undertaken.

Notes: If existing noise standards are currently exceeded, a proposed project shall not incrementally increase noise levels by more than 3 dBA. Urban residential infill applies to residential uses in the Greater Downtown.

Figure 5-11
2040 Roadway Noise Contours



Source: City of Stockton; PlaceWorks, 2016.

Future (2040) Noise Contours

70dB
 65dB
 60dB

City Limit
 Sphere of Influence
 General Plan Planning Area

HAZARDOUS MATERIALS NEED TO BE CONTROLLED

State and federal laws regulate the production, storage, handling, and disposal of hazardous materials and waste, including industrial wastes, pesticides, radioactive substances, asbestos, and combustible fuels. Hazardous materials commonly used in the home include garden pesticides, waste oil, paint supplies, car batteries, and pool chemicals. Limited quantities of household hazardous waste may be transported to and dropped off at a recycling center. State and federal rules require inventory and reporting for businesses that store more than 55 gallons of hazardous liquids, 500 pounds of solids, or 200 cubic feet of compressed gases, including plans for incident prevention and emergency response and evacuation.

Although hazardous materials are carefully regulated today, past activities have left some contaminated sites in Stockton, as well as others where contamination is suspected and investigation is underway. Contamination has resulted from leaking underground storage tanks, disposal of hazardous materials, and various past industrial practices. The California Department of Toxic Substances Control oversees cleanup of such sites, but the potential for accidents and spills means that the City also must strive to reduce risks.

POLICY SAF-2.69

Minimize the risk to city residents and property associated with the transport, distribution, use, and storage of hazardous materials.

Action SAF-2.6A9A

Restrict transport of hazardous materials within the city to routes that have been designated for such transport.



Action SAF-2.6B9B



When appropriate, require new development to prepare a hazardous materials inventory and/or prepare Phase I or Phase II hazardous materials studies, including any required cleanup measures.

Action SAF-2.6C



Educate the public regarding about the types of household hazardous wastes and the proper methods ef for their disposal.

Action SAF-2.79DE



Restrict, to the extent feasible, development of new hazardous- waste storage facilities in within mapped 100-year flood hazard zones ,-levee protection areas,-and areas subject to sea level rise in 2085 (see Figures 5-4XX and XX5-8)rise.

Action SAF-2.79EE



Work with existing handlers of hazardous materials and the Stockton Fire Department to reduce the risk of hazardous materials exposures in the event of flooding.

GOAL SAF-3: CLEAN WATER

Sustain clean and adequate water supplies.

EVERYONE HAS A RIGHT TO CLEAN WATER

Access to safe water is a fundamental human need for both physical and social health. Maintaining clean water supplies requires constant vigilance, significant expenditures, and sometimes changes in behavior, especially as the impacts of human activities become more pervasive.

Water supply, quality, and distribution are vital to Stockton's ability to serve its population now and in the future. Regulatory pressures, droughts, and saline intrusion affecting groundwater supplies have already strained the region's water supplies. As a result, the City has focused attention on the availability of existing surface water supplies, and is cooperating with other agencies in the region to manage groundwater resources at a sustainable yield.

Meanwhile, water conservation and efficiency has become a normal way of life in and around Stockton. Increasing use of reclaimed (or "recycled") water can be an effective way to protect water supply. For example, simple "graywater" systems can re-use water from bathroom sinks, showers, bathtubs, and washing machines to irrigate landscaping. Stockton also is committed to protecting water quality by ensuring adequate collection, treatment, and safe disposal of wastewater.

POLICY SAF-3.1

Secure long-term renewable contracts and related agreements to ensure that surface water rights will be available to meet projected demand.



Action SAF-3.1A

Actively participate in appropriate forums designed to discuss and solve regional water supply and quality issues.

POLICY SAF-3.2

Protect the availability of clean potable water from groundwater sources.

Action SAF-3.2A

Continue to cooperate with San Joaquin County, Stockton East Water District, and CalWater to monitor groundwater withdrawals and ensure that they fall within the target yield for the drinking water aquifer.

Action SAF-3.2B

Require new development to employ low impact development (LID) approaches, including:

- Conserving natural areas and reducing imperviousness
- Runoff storage
- Hydro-modification (to mimic pre-development runoff volume and flow rate)
- Reducing trash accumulation
- Public education and outreach

POLICY SAF-3.3

Encourage use of recycled ("gray") water for landscaping irrigation to reduce demand on potable supplies.

Action SAF-3.3A

Require new development to install non-potable water infrastructure for irrigation of large landscaped areas where feasible.

Action SAF-3.3B

Investigate and implement Code amendments to allow installation of dual plumbing and/or rainwater capture systems to enable use of recycled water and/or captured rainwater generated on-site.

POLICY SAF-3.4

Ensure adequate collection, treatment, and safe disposal of wastewater.

Action SAF-3.4A

Require all new urban development to be served by an adequate wastewater collection system to avoid possible contamination of groundwater from onsite wastewater disposal systems.

Action SAF-3.4B

Conduct outreach and provide information to encourage homeowners with septic tanks to abandon existing septic tanks and hook up to the City wastewater collection system.

Action SAF-3.4C

Continue to discharge treated effluent to the Delta and reuse that water through the City's California Water Code Section 1485 water right.

GOAL SAF-4: CLEAN AIR**Improve local air quality.****AIR QUALITY IN THE VALLEY HAS TO IMPROVE**

The San Joaquin Valley Air Basin is burdened by air pollution from a variety of industrial and vehicular sources. Topographic and meteorological conditions unique to the area trap these particulates and generate high levels of unhealthy air in the region. The San Joaquin Valley Air Pollution Control District oversees plans and control measures to address air pollution, primarily from stationary sources such as industry and power plants. The District also enforces rules and regulations to control air pollution and to assess potential air quality impacts of proposed land uses. The City of Stockton also plays an important role in helping to minimize air pollutant emissions, both through direct regulations on land use activities and through policies and actions that help reduce the need to travel long distances and that promote alternatives to single-occupancy vehicular travel. Goals, policies, and actions that address air quality are highlighted with the throughout the document.

POLICY SAF-4.1**Reduce air impacts from mobile and stationary sources of air pollution.****Action SAF-4.1A**

Require the construction and operation of new development to implement best practices that reduce air pollutant emissions, including:

- Use of low-emission and well-maintained construction equipment, with idling time limits.
- Development and implementation of a dust control plan during construction.
- Installation of electrical service connections at loading docks, where appropriate.

- Installation of Energy Star-certified appliances.
- Entering into Voluntary Emissions Reduction



Agreements with the San Joaquin Valley Air Pollution Control District.

Action SAF-4.1B

Use the results of the Health Risk Assessments required by the California Air Toxics "Hot Spots" Act to establish appropriate land use buffer zones around any new sources of toxic air pollutants that pose substantial health risks.

Action SAF-4.1C

Require the use of electric-powered construction and landscaping equipment as conditions of project approval when appropriate.

Action SAF-4.1D

Limit heavy-duty off-road equipment idling time to meet the California Air Resources Board's idling regulations for on-road trucks.

POLICY SAF-4.2

Encourage major employers to participate in a transportation demand management program (TDM) that reduces vehicle trips through approaches such as carpooling, vanpooling,

shuttles, car-sharing, bike-sharing, end-of-trip facilities like showers and bicycle parking, subscription bus service, transit subsidies, preferential parking, and telecommuting.

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Action SAF-4.2A

Provide information and conduct marketing and outreach to major existing and new employers about the transportation demand management (TDM) program facilitated by the San Joaquin Council of Governments.

**POLICY SAF-4.3**

Coordinate with the San Joaquin Valley Air Pollution Control District and non-profit organizations to promote public awareness on air quality issues and consistency in air quality impacts analyses.

Action SAF-4.3A

Distribute educational materials from the San Joaquin Valley Air Pollution Control District on the City's website and at its Permit Center.

Action SAF-4.3B

Coordinate review of development project applications with the San Joaquin Valley Air Pollution Control District to ensure that air quality impacts are consistently identified and mitigated during CEQA review.

**Policy SAF-4.4**

Help the public prepare for and avoid the negative impacts of poor air quality events.

Action SAF-4.4A

Develop and implement a plan to provide convenient, equitable, accessible clean air indoor refuges during times when outdoor air quality is deemed unhealthy.

Action SAF-4.4B

Work with local employers, service agencies, and health providers to distribute N95 masks during poor air quality events.

Action SAF-4.4C

Work with residents, community service providers, and employers to improve residential and commercial indoor ventilation systems, including

identifying funding assistance for low-income households to purchase air purifiers, air conditioners, fans, or similar devices.

POLICY CH-5.1SAF-4.5

Reduce community GHG emissions.

Action SAF-4.5CH-5.1BA

Maintain, implement, and regularly update the City of Stockton Climate Action Plan (CAP) and update the CAP to include the following:

- Updated communitywide GHG emissions inventory;
- 2030 and 2045 GHG emissions reduction targets, consistent with SB 32 and AB 1279;
- Estimated 2030 and 2045 GHG emissions reduction benefits of State programs;
- New and/or revised GHG reduction strategies that, when quantified, achieve the 2030 and 2045 reduction targets and continue emission reductions beyond 2045; and
- New or updated implementation plan for the CAP.

POLICY SAF-4.6CH-5.32

Expand opportunities for recycling, re-use of materials, and waste reduction.

Action CH-5.3SAF-4.62A

Use recycled materials and products for City projects and operations where economically feasible, and work with recycling contractors to encourage businesses to use recycled products in their manufacturing processes and encourage consumers to purchase recycled products.

**Action SAF-4.6CH-5.32B**

Continue to require recycling in private and public operations, including construction/demolition debris.



Action ~~SAF-4-6CH-5.32C~~

Expand educational and outreach efforts to promote recycling by occupants of multi-family housing, businesses, and schools.

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
 Sacramento, CA 95833
 (916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 22, 2024

Matt Diaz, Advanced Planning Manager
 Community Development Department
 City of Stockton,
 425 North El Dorado St,
 City of Stockton, CA 95202

Dear Matt Diaz,

RE: City of Stockton's 6th Cycle (2023-2031) Revised Draft Housing Element

Thank you for submitting the City of Stockton's (City) revised draft housing element received for review on April 29, 2024. Pursuant to Government Code section 65585, the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft meets the statutory requirements that were described in HCD's review on April 5, 2024. The housing element will substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) when it is adopted, submitted to, and approved by HCD, in accordance with Government Code section 65585.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

As a reminder, the City's 6th cycle housing element was due December 31, 2023. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to revise the element as described above, adopt, and submit to HCD to regain housing element compliance.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government does not adopt a compliant housing element within 120 days of the statutory deadline (December 31, 2023), then any rezoning to make prior identified sites available or accommodate the regional housing needs allocation shall be completed by

later than one year from the statutory deadline pursuant to Government Code sections 65583, subdivision (c) and 65583.2, subdivision (c). Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i). Please be aware, if the City does not adopt a compliant housing element within one year from the statutory deadline, the element cannot be found in substantial compliance until these rezones are completed.

For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, Affordable Housing and Sustainable Communities programs, and the Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the hard work and commitment you and your staff provided in the preparation of the City's housing element and looks forward to receiving the City's adopted housing element. If HCD can provide assistance, please contact Irvin Saldana, of our staff, at Irvin.Saldana@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

Resolution No. **2024-06-13-0501**

STOCKTON PLANNING COMMISSION

RESOLUTION RECOMMENDING THE CITY COUNCIL ADOPT A GENERAL PLAN AMENDMENT TO APPROVE THE 2023-2031 HOUSING ELEMENT AND UPDATE THE SAFETY ELEMENT TO COMPLY WITH STATE LAW

California Government Code section 65580 mandates that local governments must adequately plan to meet the existing and projected housing needs of all economic segments of the community as set forth in the goals in its adopted General Plan; and

The Envision Stockton 2040 General Plan was adopted on December 4, 2018, containing four chapters, each of which identify goals, policies, and implementation programs to guide future land use, development, and environmental protection decisions. The Housing and Safety Elements of the Envision Stockton 2040 General Plan identify goals, policies, and implementation programs related to housing and avoiding natural and manmade hazards; and

The Housing Element must comply with California Government Code section 65580, and evaluate the appropriateness and effectiveness of its housing goals, objectives, and policies in attaining the City's State and regional housing on an eight-year basis; and

On May 22, 2024, the City received a letter from the California Department of Housing and Community Development (HCD) indicating the City's revised Housing Element was in statutory compliance with State housing law. HCD is the approving authority for the state on housing elements; and

The Safety Element must comply with Assembly Bills 747 and 1409 (AB 747 and AB 1409) that aim to ensure that local agencies adequately address the need for sufficient evacuation routes during a full-scale emergency. AB 1409 expands on this, requiring the General Plan to consider evacuation locations in addition to routes. California adopted AB 747 to enhance safety measures, which mandates that the Safety Element of the General Plan be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under various emergency scenarios. This update must be completed in conjunction with the Housing Element Update and repeated every eight years; and

Staff recommends that the Planning Commission forward a recommendation to the City Council to adopt a General Plan Amendment to approve the City of Stockton 2023-2031 Housing Element and update the Safety Element to comply with State law; and

On June 13, 2024, the Planning Commission held a duly noticed public hearing,

pursuant to Stockton Municipal Code (SMC) chapter 16.88, at which all times all interested parties had the opportunity to be heard; now, therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF CITY OF STOCKTON,
AS FOLLOWS:

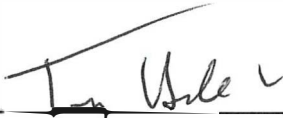
1. The foregoing recitals are true and correct and incorporated by reference.
2. To forward a recommendation to the City Council to adopt a General Plan Amendment to incorporate the 2023-2031 Housing Element and revise the Safety Element for consistency with State law, based on the following findings per SMC section 16.116.050 for Amendments to the General Plan:
 - a. The proposed amendment updates existing and incorporates new policies and programs that are consistent with and support General Plan Goals CH-2 Restored Communities and CH-4 Affordable Housing, and Policies LU-2.2, CH-2.2, and CH-4.1 and would not create any inconsistencies with the City's Development Code. The proposed Housing Element has been updated in conformity with the provisions of State Law requirements of California Government Code section 65588 as evidenced by the May 22, 2024, conditional approval letter from the Department of Housing and Community Development. The Safety Element was circulated to local and regional agencies responsible for managing safety in the region and was also reviewed by the City's Engineering, Fire, and Police departments.
 - b. The Housing Element is needed to comply with State Law to identify current and future housing needs and identify actions the City can take to accommodate those needs. The Element establishes appropriate goals, objectives, and policies to address such issues as adequate sites, affordability, governmental constraints, preservation of housing and neighborhoods, housing accessibility, and energy conservation.

The revised Safety Element is also required by State Law to identify potential hazards to the City and its residents and identify actions the City could take to minimize or mitigate those impacts. Like the Housing Element, the Safety Element establishes appropriate goals, objectives, and policies to identify likely hazards (environmental and man-made) and identify resources and service that will provide timely assistance in the event of those an emergency.

These elements are vital for the City in addressing sufficient housing and emergency management systems. As they are needed to maintain services to residents, the proposed Housing Element and revised Safety Element will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

- c. That no further environmental review is required per California Environmental Quality Act (CEQA) Guidelines section 15183 (Consistency with a Community Plan or General Plan). Changes to Housing and Safety Elements are required by State law and provide additional information to reaffirm and clarify objectives, but do not alter land use designations, zoning, or development intensity, or result in an indirect or direct physical change to the environment. Therefore, the changes are consistent with the General Plan and General Plan Environmental Impact Report (EIR) provided under section 15183, and no further environmental review is required.
3. The Planning Commission recommends the City Council adopt a General Plan amendment to approve the 2023-2031 Housing Element as illustrated in Exhibit 1 and update the Safety Element as illustrated in Exhibit 2, based on the findings and evidence detailed above, incorporated by reference.

PASSED, APPROVED AND ADOPTED: June 13, 2024.



TERRY HULL, CHAIR
City of Stockton Planning Commission

ATTEST:



MICHAEL McDOWELL, SECRETARY
City of Stockton Planning Commission

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AMENDING THE GENERAL PLAN TO ADOPT THE 2023-2031 HOUSING ELEMENT AND REVISE THE SAFETY ELEMENT TO COMPLY WITH STATE LAW

California Government Code section 65580 mandates that local governments must adequately plan to meet the existing and projected housing needs of all economic segments of the community as set forth in the goals in its adopted General Plan; and

The Envision Stockton 2040 General Plan was adopted on December 4, 2018, containing four chapters, each of which identify goals, policies, and implementation programs to guide future land use, development, and environmental protection decisions. The Housing and Safety Elements of the Envision Stockton 2040 General Plan identify goals, policies, and implementation programs related to housing and avoiding natural and manmade hazards; and

The Housing Element must comply with California Government Code section 65580, and evaluate the appropriateness and effectiveness of its housing goals, objectives, and policies in attaining the City's State and regional housing on an eight-year basis; and

On May 22, 2024, the City received a letter from the California Department of Housing and Community Development (HCD) indicating the City's revised Housing Element was in statutory compliance with State housing law. HCD is the approving authority for the state on housing elements; and

The Safety Element must comply with Assembly Bills 747 and 1409 (AB 747 and AB 1409) that aim to ensure that local agencies adequately address the need for sufficient evacuation routes during a full-scale emergency. AB 1409 expands on this, requiring the General Plan to consider evacuation locations in addition to routes. California adopted AB 747 to enhance safety measures, which mandates that the Safety Element of the General Plan be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under various emergency scenarios. This update must be completed in conjunction with the Housing Element Update and repeated every eight years; and

On June 13, 2024, the Planning Commission held a duly noticed public hearing and voted 5-0 (two members absent) recommending the City Council approving a resolution adopting the 2023-2031 Housing Element and approving changes to the Safety Element of the City's General Plan; and

On July 9, 2024, the City Council held a duly noticed public hearing, pursuant to

Stockton Municipal Code (SMC) 16.88, at which all times all interested parties had the opportunity to be heard; now, therefore,

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. A resolution to adopt a General Plan Amendment to incorporate the 2023-2031 Housing Element and revise the Safety Element for consistency with State law, based on the following findings per SMC section 16.116.050 for Amendments to the General Plan:
 - a. The proposed amendment updates existing and incorporates new policies and programs that are consistent with and support General Plan Goals CH-2 Restored Communities and CH-4 Affordable Housing, and Policies LU-2.2, CH-2.2, and CH-4.1 and would not create any inconsistencies with the City's Development Code. The proposed Housing Element has been updated in conformity with the provisions of State Law requirements of California Government Code section 65588 as evidenced by the May 22, 2024, conditional approval letter from the Department of Housing and Community Development. The Safety Element was circulated to local and regional agencies responsible for managing safety in the region and was also reviewed by the City's Engineering, Fire, and Police departments.
 - b. The Housing Element is needed to comply with State Law to identify current and future housing needs and identify actions the City can take to accommodate those needs. The Element establishes appropriate goals, objectives, and policies to address such issues as adequate sites, affordability, governmental constraints, preservation of housing and neighborhoods, housing accessibility, and energy conservation.

The revised Safety Element is also required by State Law to identify potential hazards to the City and its residents and identify actions the City could take to minimize or mitigate those impacts. Like the Housing Element, the Safety Element establishes appropriate goals, objectives, and policies to identify likely hazards (environmental and man-made) and identify resources and service that will provide timely assistance in the event of those an emergency.

These elements are vital for the City in addressing sufficient housing and emergency management systems. As they are needed to maintain services to residents, the proposed Housing Element and revised Safety Element will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

- c. That no further environmental review is required per California Environmental Quality Act (CEQA) Guidelines section 15183 (Consistency with a Community Plan or General Plan). Changes to Housing and Safety Elements are required by State law and provide additional information to reaffirm and clarify objectives, but do not alter land use designations, zoning, or development intensity, or result in an indirect or direct physical change to the environment. Therefore, the changes are consistent with the General Plan and General Plan Environmental Impact Report (EIR) provided under section 15183, and no further environmental review is required.

3. The City Council approves a resolution adopting the 2023-2031 Housing Element as illustrated in Exhibit 1 and revised Safety Element as illustrated in Exhibit 2, based on the findings and evidence detailed above, incorporated by reference.

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

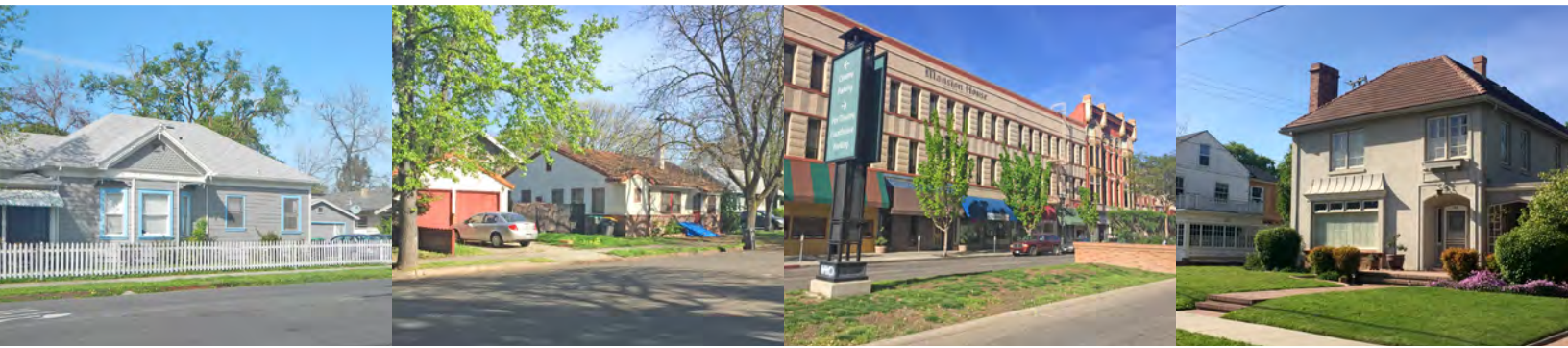
PASSED, APPROVED AND ADOPTED: July 9, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

City of Stockton 2023-2031 Housing Element



Subsequent Draft, April 2024





City of Stockton 2023-2031 Housing Element

Subsequent Draft, April 2024

Prepared By:



101 Parkshore Drive, Suite 200
Folsom, California 95630
t 916.245.7500

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HOUSING

This main element is divided into three sections:

- Introduction to the Policy Document
- Goals and Policies
- Implementation Programs and Quantified Objectives

INTRODUCTION TO THE POLICY DOCUMENT

Under California law, a housing element must include the community's goals, policies, quantified objectives, and housing programs for the maintenance, improvement, and development of housing.

This Housing Element includes nine goal statements. Under each goal statement are policies that amplify the goal statement. Implementation programs are listed after the policies and briefly describe the proposed action, City departments with primary responsibility for carrying out the program, funding source(s), and time frame for accomplishing the program.

The following definitions describe the nature of the statements of goals, policies, implementation programs, and quantified objectives as they are used in the Housing Element Policy Document:

- **Goal:** Ultimate purpose of an effort stated in a way that is general in nature and immeasurable.
- **Policy:** Specific statement guiding action and implying clear commitment.
- **Implementation Program:** An action, procedure, program, or technique that carries out policy. Implementation programs also specify primary responsibility for carrying out the action and an estimated time frame for its accomplishment. The time frame indicates the fiscal year in which the activity is scheduled to be completed. These time frames are general guidelines and may be adjusted based on City staffing and budgetary considerations.
- **Quantified Objective:** The number of housing units that the City expects to be constructed, conserved, or rehabilitated, or the number of households the City expects will be assisted through Housing Element programs based on available resources and general market conditions during the time frame of the Housing Element. Housing element law recognizes that in developing housing policies and programs, identified housing needs may exceed available resources and the community's ability to satisfy these needs. The quantified objectives of a housing element, therefore, need not be identical to the identified housing need,

but should establish the maximum number of housing units that can be constructed, rehabilitated, and conserved, or households assisted over an eight-year time frame.

GOALS, POLICIES, AND IMPLEMENTATION PROGRAMS

GOAL HE-1 AND ASSOCIATED POLICIES

GOAL HE-1: INCREASE HOUSING PRODUCTION AND ENSURE ADEQUATE LAND FOR ALL HOUSING TYPES AND INCOME LEVELS. INCREASE HOUSING PRODUCTION BY ENSURING ADEQUATE SITES FOR HOUSING OF ALL TYPES AND INCOMES, RECOGNIZING THE IMPORTANCE OF A JOBS-TO-HOUSING RATIO THAT ENCOURAGES LIVING AND WORKING IN OUR COMMUNITY.

Policy HE-1.1 Availability of Land: The City shall maintain sufficient designated and zoned vacant and underutilized sites for housing to achieve a mix of single-family and multifamily development that will accommodate anticipated population growth and the housing needs established in the City's regional housing needs allocation (RHNA) of 12,673 units (1,232 extremely low, 1,233 very low, 1,548 low, 2,572 moderate, 6,088 above moderate). In addition to the Housing Capacity sites needed toward RHNA, the Housing Action Plan (HAP) shall explore additional areas that could potentially support housing. This could include underutilized properties, underutilized buildings, and unincorporated areas. This surplus shall be used to maintain the City's Pro-Housing Designation that requires the City to maintain 30-percent surplus over the RHNA requirement. (Programs 1, 2 and 3)

Policy HE-1.2 Avoid Downzoning: The City shall not downzone parcels identified in the Housing Element inventory unless they are replaced concurrently by comparably zoned land elsewhere within the City, or the City makes the determination that there are still adequate sites in the inventory to meet the remaining regional housing needs allocation. (Program 1)

Policy HE-1.3 Parcel Consolidation: The City shall encourage the splitting or consolidation of parcels to facilitate more effective residential development and continue to process these requests ministerially. (Program 8)

Policy HE-1.4 Infrastructure and Public Facilities to Support Residential Development: The City shall take into consideration where housing is planned or likely to be built when preparing plans for capital improvements to expand or improve infrastructure and public facilities that support new residential development and ensure adequate services. The City shall also use the place-based strategy of identifying and targeting lower-income and high-poverty areas for prioritizing capital improvements related to infrastructure and public facilities, such as the South Stockton neighborhood, Downtown, and parts of the East Stockton and Pacific Avenue/Lincoln Village neighborhoods. (Program 4)

Policy HE-1.5 Higher Residential Densities: The City shall encourage residential densities at the high end of the allowable density range to make more efficient use of land and public facilities and services, and expand programs that would allow densities increase beyond the maximum allowable density range for projects that adhere to Housing Element policies. This includes the existing Supplemental Density Bonus program and new programs as part of the Development Code Overhaul. (Program 1 and 20)

Policy HE-1.6 Residential Mixed-Use Development: The City shall encourage the development of mixed-use residential-office and residential-retail projects. (Programs 2, 5, and 7)

Policy HE-1.7 Housing Variety: The City shall encourage and provide opportunities for a variety of housing types that provide market-rate and affordable housing opportunities and promote balanced mixed-income neighborhoods. The Development Code Update shall amend zoning to allow more housing variety and higher densities in various residential and commercial zones. (Program 5)

Policy HE-1.8 Accessory Dwelling Units in New and Existing Developments: The City shall encourage the development of accessory dwelling units within new and existing residential development and single-family neighborhoods. (Program 6)

Policy HE-1.9 Infill Development Targets: In an effort to meet the infill target of 4,400 new units in the Greater Downtown Area, the City shall promote infill development within the Downtown and Greater Downtown areas through incentives such as less restrictive height limits, less restrictive setback and parking requirements, subsidies, infrastructure improvements, and streamlined permitting process. (Programs 2 and 7)

Policy HE-1.10 Balanced Growth: The City shall ensure that development at the city's outskirts, particularly residential or mixed-use development, does not occur in a manner that is out of balance with infill development. (Program 7)

Policy HE-1.11 Transit Oriented Development: The City shall encourage higher-density residential uses and mixed-use development to locate near main transportation routes to offer an alternative means of transportation to employment centers, schools, shopping, and recreational facilities and to promote walking and biking. Consistent with the General Plan policies, the City will establish Transit Oriented Development overlays as part of the Development Code Update. (Programs 2, 5 and 7)

Policy HE-1.12 Adaptive Reuse: The City shall encourage the adaptive reuse of existing buildings for residential and mixed use. The HAP shall outline potential reuse sites in the downtown area and explore potential partnerships and resources to retrofit chronically vacant buildings for residential and mixed uses. (Program 2)

Policy HE-1.13 Public/Private Partnerships: The City shall strive to establish public-private partnerships for the revitalization of blighted areas. The HAP shall explore these partnerships and make recommendations on where these partnerships should be achieved to address existing barriers to new housing. (Program 5)

Policy HE-1.14 Pursue State Funding for Infill: The City shall pursue State funding to support infill development in the Downtown and Greater Downtown areas. (Program 7)

Policy HE-1.15 Improve the Downtown Image: The City shall strive to reshape the perception of Downtown Stockton as a livable city center. (Program 2)

Policy HE-1.16 Integrated Affordable Housing: The City shall encourage the integration of sites for affordable housing throughout the residentially designated areas of the city and avoid concentration of low-income housing units. (Programs 5 and 7)

Policy HE-1.17 Mixed Income Housing: The City shall encourage mixed income developments to create more economically diverse neighborhoods. (Programs 5 and 6)

Policy HE-1.18 Facilities and Services: The City shall provide, maintain, and upgrade, as necessary, community facilities and municipal services in support of residential development. (Program 4 and 31)

GOAL HE-1 IMPLEMENTATION PROGRAMS

Program 1. Adequate Sites Monitoring and No Net Loss. As part of the annual progress report on the Housing Element to the State, the City shall update its vacant land inventory, including an updated inventory of potential infill sites (smaller parcels). The City shall make the updated inventory available to the public and development community via the City's website. For any project approval on a Housing Element site for fewer housing units/or at lower densities than assumed in the Housing Element, the City shall determine whether there is still adequate capacity to meet the remaining housing need, consistent with "no net loss" state law. In addition, the City will track development approvals on sites in the inventory that allow non-residential uses. If projects approved on this type of site by December 31, 2027 are not in line with the City's non-residential RHNA projections in the inventory, within one year (by December 31, 2028) the City will identify additional sites to address the remaining RHNA and if necessary will rezone to make the sites available for residential development.

Quantified Objectives: Continue to maintain sufficient sites to address 12,673 units.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Economic Development Department

Time Frame: Update inventory annually as part of the Housing Element Annual Progress Report and assess "no net loss" as projects come forward on Housing Element sites. Assess project approvals on Housing Element inventory sites as of December 31, 2027. If approved projects are not in line with the City's non-residential RHNA projections in the inventory, within one year (by December 31, 2028) the City will identify additional sites beyond the sites in the inventory that allow non-residential uses in order to further facilitate residential development.

Program 2. Downtown Implementation: The City shall continue to implement measures to enable development of 4,400 residential units in the Greater Downtown Area by 2035, as laid out in the Climate Action Plan and General Plan. This will include strategies and regulations anticipated as part of the Comprehensive Development Code Update and Housing Action Plan (HAP) currently underway. The HAP shall specifically explore the following topics:

- Sufficient infrastructure capacity and estimated costs for develop all income types and densities.
- Market analysis to explore the opportunities and constraints of new housing in the greater downtown area.
- Cost gap analysis to better understand financial constraints in adaptive reuse of unused commercial buildings in the downtown area.
- Explore existing and potential funding mechanisms for infrastructure and building retrofitting.
- Explore potential partnerships for new housing and supportive services for all income types.

Quantified Objectives: 4,400 residential units in the Greater Downtown Area by 2040.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Economic Development Department

Time Frame: Adopt Comprehensive Development Code Update and HAP by April 2024; and annually thereafter to identify any additional strategies to address General Plan goals.

Program 3. Sites Included in Previous Housing Elements: As specified in Appendix A, some vacant parcels have been included in the land inventories of the 5th Cycle and 4th Cycle Stockton Housing Elements as suitable to address the City's RHNA allocation. Per Government Code Section 65583.2(c), to continue to include these parcels in that portion of the land inventory for this 6th Cycle Housing Element, the City will commit to update all required Development Code and General Plan provisions to allow projects that have at least 20 percent affordable units (extremely low, very low, or low) without discretionary review or "by right" (Government Code Section 65583.2 (i)).

Quantified Objectives: Units on repeat sites identified in Appendix A with lower income units that don't already allow residential development by right.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Update Development Code and, if needed, Land Use Element by December 31, 2026

Program 4. Public Facilities Repair and Replacement: Through implementation of the HUD Consolidated Plan, and upon funding availability, the City shall continue to use place-based strategies by identifying and targeting low-income neighborhoods for the expansion of existing facilities/infrastructure, replacement of deteriorating facilities, and construction of new facilities/infrastructure to increase quality of life for Stockton residents. To help identify these neighborhoods and facilities, the City shall update its Housing Conditions survey to better direct staff time and resources in identifying areas and facilities that could benefit the most.

Quantified Objectives: 5 public facility/ infrastructure projects, prioritizing lower-income, high-poverty neighborhoods such as the South Stockton neighborhood, Downtown, and parts of the East Stockton and Pacific Avenue/Lincoln Village neighborhoods.

Potential Funding: CDBG

Who Is Responsible: Economic Development Department, Community Development

Time Frame: Annually

Program 5. Housing and Neighborhood Action Plans: The City is currently preparing a Housing Action Plan (HAP) to provide a guidebook with information to interested developers and property owners about residential opportunities in the city. This plan will include the top priority sites the City has identified as “shovel-ready” for housing development. Selection of the priority sites will be based on financial feasibility analysis and policy goals. The HAP will be marketed and provided to potential developers upon completion. Implementation of the HAP will include marketing and incentivizing development of missing middle housing types including tiny homes, cottage homes, single-room occupancy units, duplexes, triplexes and fourplexes. All of these housing types are already allowed in the city. As detailed in Program 17, the city is proposing to expand where multi-unit residential (duplexes, triplexes and fourplexes) is allowed in the city as part of the Comprehensive Development Code Update. Incentivizing housing types such as single-room occupancy units and tiny homes is expected to create new housing opportunities for extremely low-income households.

The City is also preparing Neighborhood Action Plans for three (3) neighborhoods - South Airport Way Corridor, Little Manila/Gleason Park, and Cabral/East Cabral. The plans are focusing on eliminating barriers to housing construction and will result in recommended actions and strategies for each of the Neighborhood Areas. In particular, the Neighborhood Action Plans for Cabral Station Area and Little Manila/Gleason Park neighborhoods will serve as a tool to improve conditions and opportunities in these two primarily lower-income areas.

Quantified Objectives: Objective is that adoption of HAP will help facilitate permitting 1,000 residential units, prioritizing affordable housing in high-opportunity areas such as the Morada/Holman, Brookside/Country Club, Eight Mile/Bear Creek, and Midtown neighborhoods. Additional focus will be given to eliminating barriers to housing construction in lower-income areas such as the Cabral Station Area and Little Manila/Gleason Park neighborhoods.

Potential Funding: LEAP, REAP, General Fund

Who Is Responsible: Community Development Department

Time Frame: Neighborhood Action Plans by December 2023 and Housing Action Plan by April 2024

Program 6. Accessory Dwelling Units: The City will update its ADU regulations as needed throughout the planning period to address changes to State law. The City will encourage the construction of ADUs throughout the city through the following actions. These actions are aimed at providing an increased supply of affordable units and therefore help reduce

displacement risk for low-income households resulting from housing overpayment and facilitate mixed-income neighborhoods:

- Provide guidance and educational materials for building ADUs on the City's website, including permitting procedures and construction resources. The City already has preapproved/permit ready ADU plans available for use by homeowners. Additionally, the City will present homeowner associations with information about the community and neighborhood benefits of ADUs and inform them that covenants, conditions, and restrictions (CC&Rs) prohibiting ADUs are contrary to State law.
- Proactively advertise the benefits of ADUs by distributing multilingual informational materials in areas of high opportunity and limited rental opportunities to increase mobility for low-income households. This will be achieved by posting flyers in community gathering places and providing flyers to community groups and homeowners' associations at least annually.
- Monitor ADU production and affordability every other year and adjust or expand the focus of the education and outreach efforts. If needed, identify additional sites to accommodate the unmet portion of the lower-income RHNA.
- Apply annually, or as grants are available, for funding to provide incentives for homeowners to construct ADUs.
- Work with regional and local agencies to update existing ADU pre-approved construction plans and explore additional plans that reflect the housing market, cost constraints, and typical residential lots that could support them.

Quantified Objectives: Approve 180 ADUs over the course of the planning period, targeting areas of high opportunity, specifically the following neighborhoods - Brookside/Country Club, Weston Ranch, Eight Mile/Bear Creek, Midtown around the University of the Pacific (between I-5 and "Miracle Mile"/Pacific Avenue), western Upper Hammer/Thornton Rd, and eastern Morada/Holman.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: The City is currently updating the ADU regulations as part of the Comprehensive Development Code Update, to be completed by April 2024. The City currently defers to state law regarding ADUs and JADUs until the local ordinance is updated to be consistent with state ADU law. Starting in November 2024, evaluate the consistency of Stockton's ADU regulations with State law and update accordingly. Continue to make ADU materials available; evaluate effectiveness of ADU approvals every other year, starting April 2025; and, identify additional site capacity, if needed, by December 2026. Apply annually, or as grants are available, for funding to support ADU incentives.

Program 7. Infill Strategy: The City shall continue to implement the Downtown Infrastructure Infill Incentive Program or explore other financing strategies to facilitate the development of infill projects in the Downtown and Greater Downtown areas. The Downtown Infrastructure Infill Incentive Program provides financial incentives to eligible parties in developing new market-rate residential, commercial, or mixed-use projects in Downtown Stockton. Under the Downtown Infill Infrastructure Program, eligible development projects may receive a reimbursement for certain public infrastructure improvements based on the project meeting certain criteria including a threshold number of residential units or square footage, being within the qualifying geographic area, investing at least \$500,000, and needing public infrastructure improvements of at least \$100,000. The program identifies actions and incentives to promote infill development, including brownfield remediation.

In addition, the Housing Action Plan, currently underway, will identify additional recommended strategies that could include:

- Identification of potential infill properties, both vacant and underutilized.
- Explore the practicality and feasibility of pre-approved design review and/or construction plans.

- Increase waivers for development standards that would restrict buildout of a small infill lot. This could include reduced setbacks, height and size increases, and an increase in the amount of waiver by the Community Development Director.
- Density increase allowances for infill projects to exceed the maximum density requirement through the existing 100-percent Density Bonus.
- Additional strategies and incentives to plan and fund infrastructure improvements.
- Ways to further streamline the ministerial design review permitting process for infill development.

Quantified Objectives: 100 extremely low-income units and 150 other lower income units; funding for 10 brownfield sites minimum to promote new housing choices and affordability in areas of opportunity.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department, Community Development Department

Time Frame: Continue to offer the Downtown Infrastructure Infill Incentive Program. Adopt Housing Action Plan by April 2024. Implement Housing Action Plan strategies by 2025. Annually, beginning in 2026, identify any additional strategies needed to address overpayment and reduce displacement risk and implement them within 2 years of identification.

Program 8. Site Assembly: The City shall actively work with local property owners and developers to assist in the consolidation and assembly of small privately-owned parcels (including infill parcels) for residential projects, particularly as related to parcels listed in the sites inventory and parcels with multiple owners. The City is updating infill requirements as part of the Comprehensive Development Code Update. The City is also working on mapping potential infill sites that are vacant and ready for development as part of the Housing Action Plan, currently underway (see Programs 5 and 17). The City shall continue to process lot mergers ministerially and shall offer incentives, in addition to the incentives already offered to infill development. The City shall also conduct meetings to connect owners of properties with potential developers and to discuss development opportunities and incentives for lot consolidation to accommodate affordable housing units and consider additional incentives brought forth by developers. As developers/owners approach the City with interest in lot consolidation for the development of affordable housing, the City could defer certain fees, allow more height or additional stories, waive lot merger fees for certain small contiguous lots, and provide concurrent/fast tracking of project application reviews to developers who provide affordable housing. By 2027, the City will review the effectiveness of this program and revise as appropriate. The City will also evaluate grant funding for parcel assemblage land banking when it is available.

Quantified Objectives: Support at least 5 lot consolidations on sites with lower income units during the planning period. Facilitate lot consolidation to produce sites for 2,300 moderate and above moderate residential units to produce new housing opportunities throughout city.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame: Establish program or resources to connect property owners and developers by December 2025, and assess incentives and resources annually thereafter. Based on the meetings with developers and property owners, add and evaluate incentives as appropriate. Ongoing: Support consolidation as applicable housing applications are received; Pursue grant funding during planning period if California legislation and/or programs enable a tax-increment or similar program that leads to funding for site assembly.

Program 9. Government-Owned Sites: As specified in **Chapter 4** and **Appendix A**, the Housing Element is relying on a cluster of vacant parcels totaling 3.7 acres that are owned by the Stockton Unified School District (SUSD) to satisfy a portion of its RHNA allocation, including 32 lower-income units and 182 above moderate-income units. The City is committed to continuing to coordinate with SDSU on development plans for these parcels. Additionally, the Housing Element is relying on 14 parcels owned by the City, totaling 15.54 acres to satisfy a portion of its RHNA allocation, including 68 lower-income units and 412 above moderate-income units. If a plan for housing development on these parcels is not underway by 2026, with building permits issued by June 2029 the City will identify additional sites for housing accordingly, including rezoning sites to address the RHNA if needed.

The City will utilize City-owned sites to develop mixed-income housing projects. All sites are presently suitably zoned and vacant. The City will make such parcels available to developers building affordable housing or otherwise ensure the development of housing on such sites. The anticipated timelines for development are listed in the Timeframe section below and described more fully in **Chapter 4**. The process to make City-owned sites available will include outreach to create partnerships with affordable housing developers that can maximize the opportunities and number of units. This will include facilitation of lot consolidation, if needed (as described in **Program 8**) on any city sites in the list below that could benefit from lot consolidation to create a project. The City will facilitate development by providing incentives, as described in **Program 7**, as appropriate. As described in Chapter 4, the City will continue to use the Surplus Lands Act (SLA) process to pursue affordable housing projects in the city. The City will require an affordability covenant recorded against the land stipulating a specified percent of the total units developed will be affordable to lower-income households, in accordance with State law. The City will comply with State law to implement the SLA process as follows:

- The City will declare land “surplus” in accordance with the definition listed in Government Code, Section 54221, subdivision (b)(1).
- The City will prepare and issue a Notice of Availability (NOA) to the required parties and provide 60 days to receive responses from interested parties.
- The City will negotiate in good faith with any respondents for at least 90 days, prioritizing affordable housing uses in the order provided in Government Code section 54227.
- The City will send the proposed disposition to the State for review.
- The City will address any State findings, as needed.
- Upon final State approval, the City will execute a sale or lease of the land and record an affordability covenant.

Quantified Objectives: Facilitate development of government-owned sites for 100 lower-income units and 594 above moderate-income units to produce new housing opportunities throughout city.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame:

- SDSU-Owned Sites 1-1 through 1-17 and 1-39 through 1-42: The City will coordinate with SDSU quarterly, starting immediately, with the goal of development of the sites by 2028.
- City-Owned Sites 4-96, 4-97, 4-230, 4-33, 4-231, 4-232, 3-74, 4-183:
 - o RFI/SOQ Issued: Q4 2023
 - o Entitlements: June 2025
 - o Building Permits: December 2025
 - o Construction Complete: June 2027
- City-Owned Sites 1-18, 1-19, 1-20, 1-21:
 - o RFP previously released in 2020
 - o Entitlements: October 2024
 - o Building Permits: May 2025
 - o Construction Complete: July 2027
- City-Owned Sites 4-67, 4-210:
 - o RFI/SOQ Issued: Anticipated Q2 2025
 - o Entitlements: June 2026
 - o Building Permits: December 2026
 - o Construction Complete: June 2028

If a plan for housing development on these parcels is not underway by 2026, with building permits issued by June 2029 the City will identify additional sites for housing accordingly, including rezoning sites to address the RHNA if needed.

Program 10. Large Site Development: As specified in **Chapter 4** and **Appendix A**, the Housing Element is relying on 4 large vacant sites (9-12, 12-34, 12-35, 12-36), totaling 106.23 acres, to satisfy a portion of its RHNA allocation, including 1,512 lower-income units. The City shall actively work with local property owners and developers to assist in the development of these sites. The City will promote, incentivize, and support lot splits and/or large lot development by offering expedited processing. The City will proactively conduct outreach efforts on an annual basis until large higher-density sites in the inventory have been developed in order to distribute information to potential developers and provide notice of incentives to further encourage development of larger parcels. Outreach efforts may include, but will not be limited to, one-on-one meetings with developers and property owners, as well as maintaining and advertising an inventory of large sites appropriate for residential development and informational materials on available incentives. City staff will continue to work with affordable housing builders that have built projects within the City and keep them apprised of available properties for development.

The City will offer the following incentives for the development of affordable housing on large sites, which may include, but is not limited to:

- Streamlining and expediting the approval process for land division
- Ministerial review of lot line adjustments
- Deferral of fees related to the subdivision
- Providing technical assistance to acquire funding

In addition, the City will track development approvals on large sites in the inventory. If projects approved on this type of site by December 31, 2027 are not in line with the City's RHNA projections on large sites in the inventory, within one year (by December 31, 2028) the City will identify additional sites to address the remaining RHNA and if necessary will rezone to make the sites available for residential development.

Quantified Objectives: Facilitate large lot development, including lot splits, as needed to produce sites for 1,512 lower-income units to produce new housing opportunities throughout city.

- Conduct one-on-one meetings with developers and property owners.
- Proactively conduct outreach advertising available incentives, resources, and relevant information for the development of larger sites.
- Establish, maintain, and promote an inventory of large sites appropriate for residential development.
- Facilitate and streamline parceling, or other similar planning methods, to encourage the development of large sites with affordable housing components.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame: Ongoing, as projects come forward. Establish program to connect property owners and developers by December 2025. Annually reach out to developers to gather input on available incentives. Annually conduct outreach and advertising. Facilitate and streamline parceling, or other similar actions, for large sites through 2031. Assess project approvals on large Housing Element inventory sites as of December 31, 2027. If approved projects are not in line with the City's RHNA projections on large sites in the inventory, within one year (by December 31, 2028) the City will identify additional sites beyond the large sites in the inventory in order to further facilitate residential development and if necessary will rezone to make the sites available for residential development.

GOAL HE-2 AND ASSOCIATED POLICIES

GOAL HE-2: PROVIDE HIGH QUALITY HOUSING FOR ALL INCOME GROUPS. ENCOURAGE AND PROMOTE THE CONSTRUCTION OF AFFORDABLE AND MARKET RATE HOUSING TO MEET CITY'S HOUSING NEEDS AND PROMOTE DEVELOPMENTS THAT CONSERVE ENERGY.

Policy HE-2.1 Pursue Funding: The City shall pursue Federal and State housing assistance programs designed to help meet the needs of extremely low-, very low-, low-, and moderate-income households. (Program 12)

Policy HE-2.2 Networking and Collaboration: The City shall continue to collaborate with public agencies and private and nonprofit entities to access State, Federal, and other sources of funding to provide housing to lower- and moderate-income households. (Program 11)

Policy HE-2.3 Affordable Housing Incentives: The City shall explore incentives, bonuses, and flexibility in standards and requirements in the Development Code that could benefit affordable housing development, such as density bonuses, flexible development standards, and deferred payment of fees. (Programs 5, 13 and 20)

Policy HE-2.4 Homeownership Opportunities: The City shall continue to provide opportunities for and reduce barriers to homeownership and promote financial literacy and public awareness of the various means available to become a homeowner. (Program 12)

Policy HE-2.5 Priority Sewer and Water Service for Affordable Housing: The City shall provide priority sewer and water service for developments that include lower income housing units, consistent with State law (Government Code Section 65589.7). (Program 13)

Policy HE-2.6 Energy Conservation and Waste Reduction: The City shall promote energy conservation and waste reduction in residential site planning, design, and construction. (Program 14)

Policy HE-2.7 Energy Conservation and Efficiency in City Regulations: The City shall use its review and regulatory power to enhance and expand residential energy conservation and efficiency. (Programs 14, 15, and 16)

Policy HE-2.8 Green Building Concepts: The City shall require green building concepts and processes in new residential construction and rehabilitation of existing housing consistent with State building standards and local subdivision and zoning standards. (Program 14)

Policy HE-2.9 Energy Conservation and Efficiency Programs: The City shall work with local energy providers to promote weatherization and energy conservation programs and incentives to new and existing residential developments, especially low-income households. (Programs 14, 15, and 16)

Policy HE-2.10 Green-Up Stockton: The City shall encourage voluntary residential energy efficiency assessments and retrofits for existing dwelling units. (Program 15)

GOAL HE-2 IMPLEMENTATION PROGRAMS

Program 11. Coordination with the Housing Authority of San Joaquin County: The City shall continue to work closely with the Housing Authority of San Joaquin County in providing assisted housing through the Housing Voucher Program, and in providing housing and supportive services to special needs households and individuals, including farmworkers. In addition, working with the Housing Authority, implement a Housing Choice Voucher education program to share information about the program and available incentives with rental property owners and managers as well as training on avoiding discriminatory practices based on income or other protected classes. Distribute this information at least annually to property owners and managers across the City, though with an emphasis on higher (moderate, high, and highest) resource areas where there are no public housing opportunities available, a disproportionately low rate of voucher usage, and high performing schools. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.

Quantified Objectives: Provide vouchers to 3,800 households in Stockton and assist these lower income households in accessing rental opportunities with Housing Choice Vouchers to facilitate housing mobility. Target additional outreach in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department, Housing Authority of San Joaquin County

Time Frame: Ongoing; establish education program by the end of 2024 and distribute information. Then distribute information at least annually through the end of the planning period.

Program 12. State and Federal Funding: The City shall continue to apply annually for Federal entitlement funds under the CDBG, HOME and ESG Programs, and shall pursue additional State and Federal funding that becomes available during the planning period. The City shall continue to administer its Down Payment Assistance Program for low-income first-time homebuyers using a variety of funding sources, including CDBG and HOME funds. The program will be targeted to those buying in higher opportunity areas and farmworkers. The City shall support housing organizations and affordable housing developers by assisting in applications for funding, drafting letters of support and resolutions, and identifying potential sites for affordable housing. The City shall also discuss the possibility of requiring affordable units as part of development agreements when initiating discussions with applicants.

Quantified Objectives: Fund 200 extremely low-, 400 very low-, 450 low-income units; Provide down payment assistance to 75 low-income households, particularly in high opportunity areas such as the Morada/Holman, Brookside/Country Club, Eight Mile/Bear Creek, and Midtown neighborhoods. Outreach for the program will target the areas above as well as areas in relative proximity to agricultural employment including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, and the North Stockton Annex neighborhood to provide residential opportunities for farmworkers near areas of agricultural employment.

Potential Funding: General Fund; CDBG, HOME, HELP, and CalHome

Who Is Responsible: Economic Development Department

Time Frame: Review funding opportunities annually; down payment assistance program is ongoing

Program 13. Priority Sewer and Water Service for Affordable Housing: The City shall include language in the development code to provide priority sewer and water service for developments that include lower income housing units, consistent with State law (Government Code Section 65589.7).

Quantified Objectives: Include in Development Code as part of Comprehensive Update

Potential Funding: General Fund

Who Is Responsible: City Council, Municipal Utilities Department, Community Development Department

Time Frame: Include in Development Code as part of Comprehensive Update by April 2024

Program 14. Property Assessed Clean Energy (PACE) Program. The City shall continue to provide programs for property owners to finance the purchase and installation of infrastructure improvements to their properties with no up-front costs for: renewable energy, energy- and water-efficiency improvements, water conservation upgrades, and/or electric vehicle charging to increase place-based strategies.

Quantified Objectives: Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs, with a target of 50 percent in the areas listed under program outreach in the next sentence, to increase place-based strategies. Program outreach will be prioritized in areas with high rates of homeowner overpayment, including the Mariposa Lakes neighborhood, parts of Downtown and East Stockton, the Industrial Annex area, and parts of the Pacific Avenue/Lincoln Village and Weston/Van Buskirk neighborhoods.

Potential Funding: Property Assessed Clean Energy (PACE) financing

Who Is Responsible: Economic Development Department

Time Frame: Ongoing. A unique, centralized location for this program on the City's website will be created by December 2025. Annual updating will occur thereafter.

Program 15. Green-Up Stockton: The City shall continue to encourage voluntary energy assessments for housing units built prior to November 1, 2002. The City shall continue to work with community services agencies and PG&E and other funding sources to identify funding and incentivize residential energy efficiency projects to increase place-based strategies.

Quantified Objectives: Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs, with a target of 50 percent in the areas listed under program outreach in the next sentence, to increase place-based strategies. Program outreach will be prioritized in areas with high rates of homeowner or renter overpayment, including the South and East Stockton, Midtown, Industrial Annex, Downtown, and Mariposa Lakes neighborhoods.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Ongoing

Program 16. Weatherization Activities: The City shall advertise local weatherization programs by posting information on the City website and distributing fliers and brochures, and shall refer elderly homeowners, low-income households within certain income limits, and the general public to agencies offering weatherization programs. The City will also pursue funding opportunities as available to provide small loans or grants to extremely low income households looking to complete weatherization projects to reduce displacement risk caused by substandard housing conditions or high energy costs. Additionally, the City will target outreach in high and moderate resource areas in relative proximity to agricultural employment opportunities to ensure housing where farmworkers reside is sufficiently maintained, including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton to increase place-based strategies.

Quantified Objectives: 200 units weatherized, with a target of 50 percent in the areas listed under additional program outreach below to increase place-based strategies. Program outreach will be prioritized in lower-income neighborhoods and areas with high rates of homeowner or renter overpayment, including the South and East Stockton, Midtown, Industrial Annex, Downtown, and Mariposa Lakes neighborhoods. Additionally, outreach will be prioritized in the area southeast of the intersection of Thornton Road/Pacific Avenue and West Hammer Lane, where the city may be able to reach more senior households. Additional program outreach will target areas in relative proximity to agricultural employment including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman

neighborhood, and the North Stockton Annex neighborhood. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.

Potential Funding: Home Energy Assistance Program HEAP

Who Is Responsible: Economic Development Department

Time Frame: Program availability is ongoing. Advertising of the program by the City on the City website and direct outreach will begin by December 2024.

GOAL HE-3 AND ASSOCIATED POLICIES

GOAL HE-3: REMOVE GOVERNMENTAL CONSTRAINTS. ADDRESS AND, WHERE FEASIBLE, REMOVE UNNECESSARY GOVERNMENTAL CONSTRAINTS TO THE DEVELOPMENT, IMPROVEMENT, AND MAINTENANCE OF STOCKTON'S HOUSING STOCK, AND ENCOURAGE HIGHER-DENSITY DEVELOPMENT.

Policy HE-3.1 Mitigate Governmental Constraints: The City shall strive to mitigate local governmental constraints to the development, improvement, and maintenance of housing. (Programs 17, 18, and 19)

Policy HE-3.2 Streamlined Permitting: The City shall continue to streamline the local permit review and approval processes for affordable and infill housing projects. (Programs 17, 18 and 19)

Policy HE-3.3 Application and Development Fees: The City shall strive to ensure that application and development fees do not unnecessarily constrain production of new infill and multifamily housing. (Program 18)

Policy HE-3.4 Defer Fees for Affordable Housing: The City shall continue waiving and deferring eligible fees to help offset development costs for affordable housing. (Program 18)

Policy HE-3.5 Creativity and Flexibility: The City shall allow for flexibility in the application of development standards to encourage creative and innovative housing solutions. (Program 20)

GOAL HE-3 IMPLEMENTATION PROGRAMS

Program 17. Development Code Revisions: As part of the Comprehensive Development Code Update, the City shall complete the following changes to the Development Code:

- Amend the Development Code to allow care homes for six persons or fewer in the RE zone to fully comply with State law, which requires group homes for six or fewer to be treated as a single family home.
- Amend the Development Code to allow care homes for more than six persons to be subject to the same restrictions that apply to other residential uses of the same type in the same zone, to comply with State law.
- Continue to permit all types of housing (single family, multi-unit, and multifamily) uses “by-right” and expand “by-right” land uses for businesses and services that support housing.
- Update Use Permit findings (used for review of residential uses) to be objective.
- Update Design Review Standards to increase their objectivity and review process to include objective design review standards and promote certainty during (ARC’s) review.

- Amend the Development Code to allow employee housing for six persons or fewer in the same way residential structures are allowed in all zones allowing residential uses.
- Amend the Development Code to allow emergency shelters without discretionary review (by right – without conditional or other discretionary permit) in additional zoning districts that allow residential uses, is in proximity to transportation and services, with appropriate development standards, and contains sufficient capacity per capacity analysis required by state law, to address the 893-person unsheltered need in the City. This use will be allowed without discretionary review in one or more of the following zoning districts:
 - o Residential High-Density
 - o Commercial Office
 - o Commercial General
 - o Commercial Downtown
- Amend the Development Code to update the definition of emergency shelter to comply with current state law to expand the definition of emergency shelter to include interim interventions, including but not limited to, navigation centers, bridge housing, and respite or recuperative care.
- Amend the Development Code to update standards for emergency shelters, including parking, minimum distance, and any other updates needed for consistency with State law.
- Include a State-compliant definition of “family” in the Development Code.
- Evaluate the possibility of implementing SB 10 (Planning and Zoning Law) in appropriate areas of the city. SB 10 is an option for jurisdictions to allow for streamlined review of certain housing projects up to 10 units in transit-rich areas or urban infill sites to increase housing opportunity and reduce VMT.
- Per the agreements with the Department of Justice and Sierra Club, the City shall create new industrial design and operational standards that will regulate new industrial uses and buildings adjacent to residential communities.
- Amend Development Standards as follows:
 - RH zone from 35 feet to 45 feet (ministerial)

Development Code Amendments to Facilitate Opportunities for Residential Development in Zoning Districts that allow Non-Residential Development

- Expand Development Code to allow residential projects in all residential and commercial zoning designations.
- State explicitly in the Development Code that 100 percent residential projects are allowed in all commercially zoned districts as is currently allowed in practice in CN, CG and CD.
- Amend the Development Code to address missing middle sized housing types by allowing Multi-Unit Residential (up to 4 units) without discretionary review in all Residential and Commercial zones.
- Amend Development Standards as follows:
 - o Increase maximum heights as follows:
 - CO zone from 45 feet to 60 feet with a CUP (max height w/out CUP unchanged – 45 feet)
 - CN zone from 35 feet to 45 feet (ministerial)
 - CG zone from 45 feet to 75 feet (ministerial)
 - o Decrease interior side setback in the CO zone from 5 feet to 0 feet
 - o Increase interior side setback in the CO zone, when adjacent to residential, from 5 to 10 feet
 - o Decrease minimum open space per multifamily dwelling unit, from 100 square feet to
 - 50 square feet in the Downtown Core Area and
 - 75 square feet in the Greater Downtown Area
- Amend the Development Code and possibly General Plan to encourage future transitions in disadvantaged communities via new commercial/industrial zones that would remove heavy industrial uses from many of the South Stockton areas.

Quantified Objectives: N/A

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Amend Development Code to allow emergency shelters without discretionary review in additional zoning districts within one year of Housing Element adoption. All other amendments in this program will be completed by April 2024.

Program 18. Fiscally Positive Impact Fees: The City's adopted impact fees on new development or other ongoing funding mechanisms (e.g., community facilities districts) are fiscally positive to the City. The City shall continue to consider the impacts on the cost, supply, and affordability of housing and ensure that fees do not unduly constrain housing development by continuing to monitor the Residential Development Public Facilities Fees (PFFs) Exemption Program, Citywide Affordable Housing Development Public Facilities Fees Exemption Program, Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program, and Stockton Economic Stimulus Plan (SESP) fee reduction components to ensure they are addressing potential constraints. To encourage the development of housing affordable to extremely low-income households, the City will evaluate the feasibility of providing impact or other development fee waivers or deferrals for projects with extremely low-income units.

Quantified Objectives: Provide exemptions and reductions to 200 housing units to reduce overpayment for housing costs and reduce displacement risk specifically for lower-income communities, including 30 units affordable to extremely low-income households.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Public Works Department

Time Frame: Annually, evaluate exemptions provided and determine whether all constraints to housing development associated with impact fees or other funding mechanisms are sufficiently addressed. If it is found that they are not being addressed, modifications will be made to one or more exemption programs within one year. This will occur after each annual review until the end of the planning period. The City will evaluate the feasibility of providing impact or other development fee waivers or deferrals for projects with extremely low-income units by the end of 2025.

Program 19. Streamline Approvals and Support for Affordable Housing Projects: The City will develop a preliminary application form and procedure or will formally adopt the Preliminary Application Form developed by the California Department of Housing and Community Development (HCD), pursuant to SB 330. The City will also establish a written policy and/or procedure, and other guidance as appropriate, to specify the SB 35 streamlining approval process and standards for eligible projects under Government Code Section 65913.4. The applications will be available on the City's website for developers interested in pursuing the streamlined process or vesting rights. In addition, to facilitate housing mobility and approve more lower income units in higher resourced areas of the city, the City will implement a minimum of two of the items below:

- Community benefit options that could be included in the criteria for initiating modified and new Development Agreements. These benefits could include Inclusionary Housing requirements and fees, Community Benefit agreements, increased land dedications for future city services, and joint-lease agreements for schools and civic uses.
- Other community benefits the City will explore to prevent displacement include a right to counsel program, tenant bill of rights, housing trust fund, rent escrow account program, and land banking. If additional community benefits are approved, put into place by December 2024.
- Additional funding for pre-construction analysis and remediation of infill sites for affordable housing projects and/or infill sites in low-resource areas.
- Additional funding for infrastructure deficiency analysis and improvements in low-income and low resource areas.

- Update the Citywide Public Facilities Fees (i.e., Impact Fees), and determine the current cost for providing services to underserved areas, adjust fees accordingly and provide waivers for affordable housing projects.
- Outreach to establish working community groups within low-resource areas to determine needs and establish community partners for future housing projects.

Quantified Objectives: 150 new affordable units permitted through SB 35 approval streamlining and development of 150 affordable units facilitated by using the adopted preliminary application form.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Develop or adopt HCD's SB 330 preliminary application form and develop an SB 35 streamlined approval process by December 2024 and implement as applications are received. The City will implement a minimum of two of the options listed in Program 19, to further streamline approvals and support affordable housing projects by December 2026. **Program 20. Density Bonuses:** The City will continue to allow density bonuses that exceed State requirements and periodically amend its Development Code to comply with changes in California's density bonus law (Government Code Section 65915 et seq., as revised) and will promote the use of density bonuses for lower-income units by providing information through a brochure in City buildings and on the City's website. In addition, as part of the Development Code process the City is currently exploring the creation of a new staff level process that would allow projects for all income levels to exceed density maximums (General Plan prescribed and 100-percent bonuses).

Quantified Objectives: Facilitate the construction of 1,000 lower-income units to increase mobility opportunities; encourage density bonus units in high-resource areas.

Potential Funding: General Fund and grant funding

Who Is Responsible: Community Development Department

Time Frame: Complete as part of Comprehensive Development Code Update by April 2024; annually review Development Code and revise as needed; produce brochures and make information available on the City's website by December 2024.

GOAL HE-4 AND ASSOCIATED POLICIES

GOAL HE-4: PRESERVE EXISTING HOUSING. CONSERVE AND ENHANCE EXISTING HOUSING IN STOCKTON'S NEIGHBORHOODS.

Policy HE-4.1 Preserve Existing Affordable Housing: The City shall seek to preserve existing affordable rental housing, such as subsidized apartments for lower-income households, mobile homes in mobile home parks, and low-cost private rental housing. (Program 21 and 24)

Policy HE-4.2 Housing Maintenance and Rehabilitation: The City shall encourage maintenance, repair, and rehabilitation of existing owner-occupied, rental, and affordable housing to prevent deterioration of housing and ensure that housing is safe and sanitary. (Program 22)

Policy HE-4.3 Housing Unit Replacement: The City shall promote the removal and replacement of dilapidated housing units in compliance with State law regarding replacement of existing affordable housing. (Program 23 and 24)

Policy HE-4.4 Property Management: The City shall encourage good property management practices in rental properties through regulatory agreements, informational items, code enforcement staffing, the Crime Free Multi-family Housing program, and the City's rental inspection ordinance. (Program 23)

GOAL HE-4 IMPLEMENTATION PROGRAMS

Program 21. Preserve At-Risk Units: Pursuant to Assembly Bill (AB) 1521, the City will monitor the list of all dwellings in Stockton that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at a minimum, the number of units, the type of government program, and the date on which the units are at risk to convert to market-rate dwellings. There have been 392 units (see Analysis of At-Risk Housing section in the Regional Housing Needs Assessment) identified as at risk of converting to market rate within ten (10) years of the beginning of the 6th Cycle Housing Element planning period. The list will include, at a minimum, the project address; number of deed-restricted units, including affordability levels; associated government program; date of completion/occupancy; and the date on which the units are at risk to convert to market rate. The City will work to reduce the potential conversion of any units to market rate, in order to reduce the potential for displacement and/or placement of additional constraints on the existing affordable housing stock through the following actions:

- Monitor the status of affordable projects, rental projects, and manufactured homes in Stockton. Should the property owner(s) indicate a desire to convert properties, and providing technical and financial assistance when possible, to incentivize long-term affordability.
- Provide information on at-risk housing as well as other housing options and programs for residents and housing advocates on the City's website.
- If conversion of units is likely, work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher program. Funding sources may include state or local funding sources to reduce potential for displacement of residents.

Pursuant to State law (Government Code Sections 65853.10, 65863.11, and 65863.13), owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City within three (3) years, 12 months, and six (6) months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, HCD, and the local legal aid organization. Owners shall also refer tenants of at-risk units to educational resources regarding tenant rights and conversion procedures and information regarding Section 8 rent subsidies and any other affordable housing opportunities in the City. In addition, notice shall be required prior to conversion of any units to market rate for any additional deed-restricted lower-income units that were constructed with the aid of government funding, that were required by inclusionary zoning requirements, that were part of a project granted a density bonus, or that were part of a project that received other incentives.

If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing administration / management.

When necessary, the City shall continue to work with property owners of deed-restricted affordable units who need to sell within 55 years of the unit's initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity-sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market values is paid to the City to eliminate any incentive to sell the converted unit at market rate. Funds generated would then be used to develop additional affordable housing in the City. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 55 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the 55-year restriction shall be "rolled over" for another 55 years to protect "at-risk" units.

Quantified Objectives: Continue to monitor the 392 assisted units, and if any become at risk, work with property owners to develop a strategy to provide assistance to maintain or replace 392 at-risk units as affordable to reduce potential for displacement of tenants and loss of affordable housing stock in the city.

Potential Funding: HOME, CDBG, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis, in particular at the time of change of ownership.

Program 22. Housing Rehabilitation Programs: The City shall continue to administer its owner-occupied loan program and emergency repair program using a variety of funding sources, including CDBG and HOME funds. The City will improve communication regarding rehabilitation assistance programs currently available for lower-income households, including to eligible owners of mobile homes, and rental property owners to alleviate substandard conditions to increase place-based strategies. The City recently conducted a blight study that included a windshield survey of the former redevelopment areas and opportunity zones to identify parcels/properties with physical signs of deterioration, vacant properties, and potential environmentally contaminated sites. The results of the study and survey will inform a place-based strategy for prioritizing rehabilitation during the planning period. In addition, the HAP and Neighborhood Action Plans will outline underutilized and vacant parcels as well as complete a housing condition survey to indicate units in need of repair. The City will also pursue funding opportunities as available to provide small loans or grants to extremely low income households looking to complete home rehabilitation projects to reduce displacement risk caused by substandard housing conditions. Additionally, the City will target outreach in high and moderate resource areas in relative proximity to agricultural employment opportunities to ensure housing where farmworkers reside is sufficiently maintained, including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.

Quantified Objectives: Assist 300 lower-income units to address potential displacement, with a target of at least 50 percent in areas of the city with the poorest housing conditions as identified during the windshield survey to increase place-based strategies, including the Downtown area; areas in close proximity to agricultural employment opportunities such as parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood; as well as any areas identified during the development of the HAP and Neighborhood Action Plans. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton. Of these units, assist 75 units with extremely low-income households.

Potential Funding: HOME, CDBG, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Complete study and survey in 2023. Rehabilitation program is ongoing. Annually review the availability of funding opportunities and apply as opportunities become available.

Program 23. Code Enforcement Program: The City shall continue to inspect housing units in targeted areas to check for building code violations to increase place-based strategies. In situations where properties cannot be rehabilitated, the City will continue to enforce the removal and replacement of substandard units. The City will utilize a place-based strategy for prioritizing areas for inspection based on the results of its recent blight study, which highlighted the need for addressing blight conditions in the Downtown area. Additionally, the City will target inspection in high and moderate resource areas in relative proximity to agricultural employment opportunities to ensure housing where farmworkers reside is sufficiently maintained, including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood.

Quantified Objectives: Inspect 2,000 units annually, with a target of prioritizing at least 50 percent in the areas with high potential need for rehabilitation, including the Downtown area; as well as areas in close proximity to agricultural employment opportunities including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood; as well as any areas identified during the development of the HAP and Neighborhood Action Plans.

Potential Funding: CDBG

Who Is Responsible: Police Department: Neighborhood Services Division

Time Frame: Ongoing

Program 24. Replacement of Existing Affordable Units: In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915I(3) on sites identified in the sites inventory when any new development that removes existing residential units (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years. This requirement applies to:

- Nonvacant sites
- Vacant sites with previous residential uses that have been vacated or demolished.

Quantified Objectives: N/A

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Ongoing

GOAL HE-5 AND ASSOCIATED POLICIES

GOAL HE-5: PROVIDE EQUITABLE HOUSING AND SUPPORTIVE SERVICES.
PROVIDE A RANGE OF HOUSING OPPORTUNITIES AND SERVICES FOR
HOUSEHOLDS WITH SPECIAL NEEDS, PROMOTE HOUSING OPPORTUNITIES FOR
ALL RESIDENTS, AND SUPPORT THE ELIMINATION OF DISCRIMINATION IN
HOUSING.

Policy HE-5.1 Special Needs Accommodation: The City shall seek to accommodate housing and shelter for residents with special needs through appropriate zoning standards and permit processes. (Programs 25, 26, 27, 28, and 29)

Policy HE-5.2 Homeless Needs: The City shall strive to address the shelter needs of its homeless residents, and continue to support the provision of facilities and services to meet the needs of homeless individuals and families. (Program 25)

Policy HE-5.3 Temporary Housing: The City shall support temporary housing for individuals with special needs (e.g., seniors who have experienced abuse or neglect, individuals who may be at physical or psychological risk, mentally ill homeless individuals, those with HIV/AIDS or other debilitating illnesses) in board and care homes and respite centers. (Program 25)

Policy HE-5.4 Large Households: The City shall encourage the development of single-family and multifamily housing affordable to large households. (Program 30)

Policy HE-5.5 Households with Language Barriers: The City shall make information available on housing opportunities and programs to residents who are primarily non-English speaking. (Program 30)

Policy HE-5.6 Housing for Persons with Disabilities: The City shall encourage the development of housing accessible to people with disabilities, including developmental disabilities. The City shall ensure equal access to housing by providing reasonable accommodation for individuals with disabilities. (Programs 26, 27, and 28)

Policy HE-5.7 Farmworkers: The City shall work with San Joaquin County in efforts to increase the availability of safe, sound, and affordable housing for farmworkers. (Program 28)

Policy HE-5.8 Prohibit Discrimination: The City shall support the strict observance and enforcement of anti-discrimination laws and practices including prohibiting discrimination in the sale or rental of housing with regard to race, color, national origin, ancestry, religion, disability, source of income, gender/gender identity, sexual orientation, marital status, and familial status. (Programs 30 and 32)

Policy HE-5.9 Affirmatively Further Fair Housing: The City shall affirmatively further fair housing consistent with State and Federal law through implementation of programs in this Housing Element and in all other City practices. (Program 30 and 31)

GOAL HE-5 IMPLEMENTATION PROGRAMS

Program 25. Continue to Support Organizations Assisting Homeless Persons: The City shall annually apply for and continue to pursue State and Federal funds available to the City, private donations, and volunteer assistance to support homeless shelters. The City shall continue to provide financial assistance from its Emergency Solutions Grant (ESG) funding to homeless service providers and continue to support additional development of shelter facilities as requested by shelter providers. In addition, the City shall review the need for additional shelter facilities and services when it updates its Consolidated Plan, prioritizing higher-resource areas.

In accordance with its 2022 Homeless Action Plan, the City will also do the following:

- Provide operational support through CDBG funds and the Emergency Solutions Grant to improve outreach and engagement while providing basic services to those experiencing homelessness.
- Use Homeless Housing, Assistance and Prevention Program (HHAP) funds to invest in the Coordinated Entry and HMIS data system by January 2025 to improve the outreach-to-housing timeline and reduce the rate of chronic homelessness.
- Provide \$200,000 annually to housing providers to fund on-site case managers and other support services for residents of permanent supportive housing.
- Subsidize the operation of safe camping and safe parking site programs by December 2025 and on an ongoing basis as additional funds are available.
- Use Homeless Housing Assistance Program (HHAP) funding to support the development of non-profit housing. Support the development of rental assistance and rapid re-housing programs.
- Create a reserve fund by July 2026 for the delivery of permanent housing that will be available as a match grant for affordable and permanent housing grant applications. All city-funded new affordable housing development will have a homeless and risk of homelessness set-aside of 20 percent. Eligible uses will include, but not be limited to grants to subsidize master leasing programs for either rapid re-housing or permanent supportive housing; housing for youth and young adults aged 24 and younger; and housing specifically reserved for families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. The City will also add housing for those exiting incarceration as an eligible use of funds from this program when it is implemented.

Quantified Objectives: Annually, assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. Target outreach and distribute information about these programs in the downtown area, close to existing homeless services. As part of this, increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. Prioritize

new residential or transitional care facilities for vulnerable populations in higher-opportunity areas or areas in close proximity to services, including the Midtown, Trinity/Northwest Stockton, Pacific Avenue/Lincoln Village, Eight Mile/Bear Creek, and Morada/Holman neighborhoods.

Potential Funding: ESG, CDBG

Who Is Responsible: Economic Development Department

Time Frame: Apply for funding annually and provide funding to housing providers to fund on-site case managers and other support services annually. Provide operating support for organizations that provide basic services, outreach, and engagement annually. Provide financial support for the Coordinated Entry system annually through at least 2027.

Program 26. Continue to Assist the Disabled in Community Development Block Grant Project Areas: The City shall continue to include special provisions for housing the disabled in CDBG project areas, including mobility grants for homes (e.g., Emergency Repair Program) and accessibility features.

Quantified Objectives: Provide mobility assistance home-repair grants for 120 low-income individuals and households including those with special needs including disabilities, in Stockton, including rental units. Of these individuals or households, provide mobility assistance for home-repair grants for 15 extremely low-income individuals or households including those with special needs including disabilities.

Potential Funding: CDBG

Who Is Responsible: Economic Development Department, Public Works Department

Time Frame: Annually, contingent upon CDBG funding

Program 27. Universal Design: Update the City's standards in the Development Code to encourage universal design features in new homes and accessory dwelling units and improve access to housing for senior residents and other residents with disabilities. In addition, Program 29 includes other actions to facilitate full accessibility, which is different than universal design.

Quantified Objectives: 100 housing units with universal design features to facilitate accessibility for persons with disabilities and seniors; encouraging at least five (5) of these units to be located near transit stations and services.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Make updates as part of the Comprehensive Development Code update by April 2024

Program 28. Assist Farm Workers and other Members of the Workforce: The City shall continue to provide ongoing assistance to farm laborers by working with the San Joaquin Housing Authority, San Joaquin County, agricultural employers, farm labor housing advocates, and the development community to develop affordable, decent housing, including rental housing, for farm workers. The City will update how employee housing (including housing for agricultural workers) is allowed in the Development Code in Program 14.

Quantified Objectives: Assist other organizations in developing at least 500 units of housing for farmworkers in Stockton or in the County during the planning period, including 300 in high and moderate resource areas in relative proximity to agricultural employment opportunities, including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood.

Potential Funding: CDBG, HOME, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Meet twice per year to explore opportunities for farmworker housing

Program 29. Addressing the Needs of Those with Disabilities: The City shall continue to work with the Valley Mountain Regional Center to implement an outreach program that informs families in the City about housing and services available for persons with developmental disabilities. The program includes informational brochures, and information is available on the City's website. Specifically, the City will collaborate with the Regional Center on:

- Obtaining resources for rent-subsidized affordable housing (with services if necessary) for people with intellectual and/or developmental disabilities,
- Creating and preserving accessible housing; and,
- Ensuring rental-based tenant assistance meets the unique needs of people with intellectual and developmental disabilities and includes housing navigation supports for this subpopulation of people with disabilities.

For compliance with State law, the City will revise or delete the following two findings for granting a reasonable accommodation:

- Whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures.
- Whether alternative reasonable accommodations could provide an equivalent level of benefit.

The City will also make the following revisions:

- Section 16.214.030 Definitions: "Individual with a disability" means any person who has a medical condition, physical disability, or mental disability that substantially limits one (1) or more of the person's major life activities, as those terms are defined in the Acts." The City's definition here aligns with the federal, but not the state definition of disability. To comply with Government Code § Gov. Code §12926.1(c), the City will strike the word "substantially". The City shall also include a complete definition of disability: The Act protects any of the following: an individual with a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having any such impairment; or anyone who has a record of having such an impairment. Individuals in recovery from drug or alcohol abuse are protected by federal and state fair housing laws. However, individuals currently using illegal substances are not protected under the law, unless they have a separate disability.
- The Development Code shall be updated to be clear that protections afforded people with disabilities under federal and state fair housing laws extend to those who are associated with them, including providers and developers of housing for people with disabilities.
- Section 16.214.060 Application Filing: A provision will be made to ensure confidentiality of the person with a disability's contact and medical information. Further, this section will make clear that not only may a person with a disability file an application, but also an organization serving people with disabilities (e.g. sober living homes, transitional or supportive housing for people with disabilities, etc.)
- Section 16.214.070 Review and Processing: The City will remove the requirement to notify neighbors of a reasonable accommodation request, to ensure meaningful access to the City's land use and zoning programs under the ADA and to affirmatively further fair housing under AB 686 and the Fair Housing Act.
- Section 16.214.080 Findings and Decision: The City will add a clause making it clear that if the request is denied because it would impose an undue financial and administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director or their designee must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.
- Section 16.214.090 Appeals: Revise to state that appeals will be directed to the City Manager in consultation with the ADA Coordinator, in order to ensure confidentiality.

The City shall also prepare public information brochures and website information on reasonable accommodations for disabled persons and translate the materials to provide information to residents with language barriers. The City shall make this information available at the public counter and distribute the materials to community groups and organizations that represent persons with disabilities.

Quantified Objectives: By revising its Development Code to remove development constraints, the City will facilitate the development of 300 units for households with a household member who has a disability.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame: Revise the Reasonable Accommodation procedure including the findings as part of the Comprehensive Development Code Update by April 2024. Prepare public information on Reasonable Accommodations by June 2024. Continue to partner with the Valley Mountain Regional Center and review the materials on the City website annually starting in 2024 and update as needed after each annual review.

Program 30. Practices to Affirmatively Further Fair Housing: In compliance with California Government Code Sections 8899.50, 65583(c)(5), 65583(c)(10), and 65583.2(a) (AB 686), develop a plan to "affirmatively further fair housing" (AFFH). The AFFH plan shall take actions to address significant disparities in housing access and needs for all persons regardless of race, color, religion, sex, gender/gender identity, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability and any other characteristic protected by the California Fair Employment and Housing Act (Part 2.8, commencing with Section 12900, of Division 3 of Title 2), Government Code Section 65008, and any other state and federal fair housing and planning law.

Specific actions include:

- Implement the following strategies to affirmatively further fair housing in coordination with the efforts of this action:
 - Strategies to facilitate housing mobility/expand affordable housing in high opportunity areas: Programs 6, 12, 14, 15, 17, 26, 27
 - Strategies to reduce or prevent displacement/place-based revitalization strategies: Programs 4, 7, 9, 16, 18, 21, 22, 23, 24, 31
- The City shall continue to provide funds from its CDBG Program to San Joaquin County Fair Housing to provide fair housing counseling and education and outreach efforts to City residents. In addition to providing contact information for San Joaquin Fair Housing on the City's website (under the Housing Division), the City shall continue to make referrals to Fair Housing as issues/cases come to the City's attention. The City shall also work with Fair Housing to periodically review and update fair housing brochures that are provided to the public and posted on the City's website. The City shall distribute fair housing information at City offices, the library, community centers, and other community facilities. These actions are ongoing. Review fair housing materials every two years starting in 2024. Update materials as needed every two years following the review. The City will assist at least 200 residents annually through the complaint referral process. If fewer than 200 residents use the process, provide assistance to all that do.
- The City will educate selected staff in the Community Development, Economic Development, City Attorney, and City Manager departments on responding to complaints received regarding potential claims of housing discrimination and provide these selected personnel with a handout detailing the process for someone with a complaint and the agency that should be contacted regarding a claim: Legal Aid of Northern California. The City will also maintain a log of all complaints received. The initial training of City staff will start in 2024; with updated training occurring two (2) years thereafter to align with changes to state law.

- The City will also work with San Joaquin Fair Housing to provide additional training to housing providers to prevent discriminatory actions and behaviors. If the City does not have enough staff capacity to conduct housing audits in order to reduce displacement risk, particularly in lower opportunity areas of Stockton, the City will pursue audit or other strategies to proactively identify discrimination such as contracting with a fair housing provider or outside housing consultant to provide assistance, by March 2025, and then later reviewed annually. The steps in the process would be the City issuing a Request for Proposals for partnership with an external consultant to provide the service of conducting housing audits annually. The City would either renew the contract or seek a new fair housing provider to provide the same service on a yearly basis.
- The City shall review and update its Analysis of Impediments to Fair Housing Report every five years. The next update is scheduled to happen in 2025.
- Should the City conduct a new General Plan Update within the housing cycle, the elements will be updated to strengthen existing AFFH and equity programs as well as a new disadvantaged community inventory for city and unincorporated areas within the City's sphere of influence.
- The City shall post its Annual Housing Element Progress Reports to HCD on the City website annually in the Spring after the report is completed.
- The City will implement multilingual communication and outreach strategies for City-funded affordable housing developments as follows. To increase access to City housing programs and remove barriers to homeownership, provide translation services in the most common languages spoken locally at all public meetings by July 2024 and ensure all public materials are translated and made available.
- In order to assist with the high percentage of households living in overcrowded situations including farmworkers, the City will encourage rental developments to add additional bedrooms and will prioritize the use of HOME funds for rental projects, provided that some of the units have three or more bedrooms with a goal of approving 100 units with three or more bedrooms. Additionally, when feasible, expand the City's pre-approved ADU plans to include ADU plans with 3 bedrooms.
- when feasible, expand ADU pre-approved plans to include ADU plans with 3-bedrooms.
- Incentivize on-site child care in mixed use and multifamily development, particularly for projects in areas with higher proportions of single parent households, which can make childcare easier to access for single-female headed households and potentially lower their cost of living.
- The City shall explore best practices for Rent Stabilization and Just Cause Evictions to increase the certainty and fairness within the residential rental market in the City and work to prevent displacement, in addition to the protection granted by California Civil Code Section 1946.2. Exploration may include efforts associated with the Housing Action Plan or additional outreach efforts specific to the topic presented. Specifically, steps in this process will include market/feasibility analysis (complete by December 2024), a community workshop and presentation of findings and recommendations related to the city implementing Just Cause Eviction and Rent Stabilization regulations to the Planning Commission after the exploration/evaluation is complete (hold workshop and Planning Commission meeting by June 2025).
- The City will remove and/or repeal any known program or ordinance residing within SMC Title 16 (development Code) that does not comply with current State Housing Element Law by December 2025, and annually assess if additional amendments are needed to respond to future changes to state law. This includes the voluntary "Crime Free Multi-Housing Program" to discourage criminal activities at multifamily housing facilities.

Quantified Objectives: See individual strategies bulleted in the program language at left with specific targets.

Potential Funding: CDBG; HOME; General Fund

Who Is Responsible: Economic Development Department, Community Development Department

Time Frame: Refer to each strategy in this Affirmatively Furthering Fair Housing (AFFH) program for specific time frames.

Program 31. Environmental Health and Access to Resources: Environmental health is determined by air quality, climate change related outcomes, water quality, cancer prevalence, and more. Neighborhoods with poor environmental health conditions are often correlated to their proximity to industrial uses, major transit corridors, and other larger pollution sources. The City will facilitate environmental health-oriented, place-based revitalization of neighborhoods, particularly for housing in closer proximity to the lowest scoring areas in terms of environmental health, including the Port of Stockton along the San Joaquin River, Rough and Ready Island, downtown Stockton, and industrial areas east of the Union Pacific Railroad and south of Duck Creek to the southern boundary of the city adjacent to the Stockton Municipal Airport, which are more heavily impacted by pollution from prior industrial uses and diesel particulate matter from proximity to regional freeways and rail lines, through the following strategies:

- Update the City's Parks and Recreation Master Plan and continue to enhance existing parks, open space, and tree plantings and provide new parks and open space in these areas to improve environmental health. Facilitate safe pedestrian and bicycle access to parks or open spaces to reduce environmental health disparities across the city. Implement this objective during the CIP process.
- Work with Caltrans to reduce regional air quality impacts associated with regional transportation facilities. The City will meet with Caltrans annually, as feasible, to identify options for air quality improvements and coordinate action implementation.
- Add performance measures to the City's Development Code for inventory sites located within 1000 feet of freeways and/or existing facilities that contribute to low air quality conditions as part of the Comprehensive Development Code Update, by April 2024.
- Partner with regional transit agencies and other organizations to address transit needs of those with disabilities including non-fixed-route transportation including paratransit, dial-a-ride, reduced-fare taxis or volunteer driver programs.
- Use place-based strategies to increase active transportation facilities in Downtown and South Stockton to reduce dependence on automobiles and enhance safe connections to existing pedestrian and bicycle routes. The City will identify at least two active transportation projects in these areas of the city by June 2025. The City has completed a sidewalk survey as part of the Neighborhood Action Plans (in Little Manila/Gleason Park, Cabral Station and South Airport Way areas) to identify gaps and where repairs are needed. As part of implementation of the Neighborhood Action Plans, the city plans to pursue funding to assist property owners with repair and installation of sidewalks in the three study areas. Funding could come from local sources such as the City's General Fund or State or federal sources such as the Safe Routes to School Program.
- Meet with school district representatives by June 2025 to analyze whether housing security poses a barrier, focusing on disadvantaged areas with low education domain scores, including the Port and Mount Diablo Waterfront, Midtown, South Stockton, East Stockton, Industrial Annex, Mariposa Lakes, and Weston/Van Buskirk neighborhoods. Work with the school districts to assist in securing grant funding for teacher recruitment and retention bonuses, classroom materials, and other incentives for teachers to facilitate positive learning environments citywide.
- Require developers to provide local schools with information about initial lease-ups of new affordable housing units within the school catchment area, and ask school leadership to distribute this information to families in their school.
- Implement new commercial/industrial zoning in South Stockton (details are provided in Program 17)
- Implement new industrial zoning standards and processing for reviewing existing and future industrial projects adjacent to residential uses (details are provided in Program 16)

Quantified Objectives: See individual strategies bulleted in the program language at left with specific targets.

Potential Funding: General Fund

Who Is Responsible: Community Development Department and Public Works Department

Time Frame: Refer to each strategy in this program for specific time frames.

Program 32. Removal of Racially Restrictive Covenants: Historically, covenants that restricted the sale of property to Whites or Caucasians-only were prevalent in the City, especially on residential properties. Although such covenants were declared unconstitutional and have not been enforceable since 1948, many remain on recorded property deeds. Furthermore, if there are properties owned by the City of Stockton found to have racially restrictive covenants, the City will review the deeds of all City-owned properties and remove any existing racially restrictive housing covenants found on them. In the future, any property purchased will require removal of any racially restrictive housing covenant prior to recording the property in the City's name. Additionally, State law (AB 1466) gives property owners the opportunity to remove racially restrictive covenants from their own deeds. Since July 1, 2022, county recorders must provide a Restrictive Covenant Modification form to every person purchasing a property with a restrictive covenant and establish an implementation plan to identify unlawful restrictive covenants in the records of their office. The City will develop a program to support and encourage individual property owners to remove such restrictions from their deeds and provide information about accessing the County process to do so. The City will use its social media platforms, website, and other communications tools to conduct outreach and provide information at community events to assist homeowners to identify and remove restrictive covenants

Quantified Objectives: Remove all racially restrictive covenants from Stockton City-owned properties by December 2025 and assist in the removal of all known privately owned properties by the end of the 6th housing cycle. Advertise County program starting in 2025; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2025, with ongoing reminders in City publications and at City events. Support County enforcement of this State requirement as appropriate through City actions. Work with at least 20 property owners annually to support their efforts to remove restrictions from their deeds.

Potential Funding: General Fund; grants if offered through a State or County program

Who Is Responsible: Community Development Department; San Joaquin County Recorder

Time Frame: Remove all covenants on City-owned properties by December 2025; launch informational campaign between June and December 2025; encouragement of removal of covenants from private properties is ongoing.

Program 33. Disperse Sites Suitable for Lower Income Housing to Affirmatively Further Fair Housing:

In compliance with California Government Code Sections 8899.50, 65583(c)(5), 65583(c)(10), 65583.2(a) (AB 686), to develop a plan to “affirmatively further fair housing” (AFFH) and ensure that sites to address the lower income RHNA are dispersed more evenly across the city in relatively higher income and higher resource areas, Stockton will identify or rezone additional lower-income units on sites suitably zoned to accommodate lower-income housing at densities up to 30 du/ac. Specifically, these additional sites will be identified in neighborhoods such as Trinity/Northwest Stockton, Eight Mile Rd/Bear Creek, and Northeast of Morada Lane. Development standards will be amended as appropriate to facilitate achieving maximum allowable densities.

Quantified Objectives: 1,193 additional lower income units on sites in relatively higher income and higher resource areas in neighborhoods such as Trinity/Northwest Stockton, Eight Mile Rd/Bear Creek, and Northeast of Morada Lane.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Make sites available including any needed General Plan or zoning code revisions, by December 31, 2026.

IMPLEMENTATION PROGRAM TABLE

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
Goal HE-1: Increase Housing Production and Ensure Adequate Land for All Housing Types and Income Levels		
1. Adequate Sites Monitoring and No Net Loss	Continue to maintain sufficient sites to address 12,673 units	Update inventory annually as part of the Housing Element Annual Progress Report and assess “no net loss” as projects come forward on Housing Element sites. Assess project approvals on Housing Element inventory sites as of December 31, 2027. If approved projects are not in line with the City’s non-residential RHNA projections in the inventory, within one year (by December 31, 2028) the City will identify additional sites beyond the sites in the inventory that allow non-residential uses in order to further facilitate residential development.
2. Downtown Implementation	4,400 residential units in the Greater Downtown Area by 2040	Adopt Comprehensive Development Code Update and HAP by April 2024; and annually thereafter to identify any additional strategies to address General Plan goals.
3. Sites Included in Previous Housing Elements	437 residential units on 16 repeat sites identified in Appendix A that don’t already allow residential development by right.	Update Development Code and, if needed, Land Use Element by December 31, 2026
4. Public Facilities Repair and Replacement	5 public facility/ infrastructure projects, prioritizing lower-income, high-poverty neighborhoods such as the South Stockton neighborhood, Downtown, and parts of the East Stockton and Pacific Avenue/Lincoln Village neighborhoods.	Annually
5. Housing and Neighborhood Action Plans	Permit 1,000 residential units, prioritizing affordable housing in high-opportunity areas such as the Morada/Holman, Brookside/Country Club, Eight Mile/Bear Creek, and Midtown neighborhoods. Additional focus will be given to eliminating barriers to housing construction in lower-income areas such as the Cabral Station Area and Little Manila/Gleason Park neighborhoods.	Neighborhood Action Plans - December 2023; Housing Action Plan – April 2024
6. Accessory Dwelling Units	Approve 180 ADUs over the course of the planning period, targeting areas of high opportunity, specifically the following neighborhoods - Brookside/Country Club, Weston Ranch, Eight Mile/Bear Creek, Midtown around the University of the Pacific (between I-5 and “Miracle Mile/Pacific Avenue), western Upper Hammer/Thornton Rd, and eastern Morada/Holman.	The City is currently updating the ADU regulations as part of the Comprehensive Development Code Update, to be completed by April 2024. Starting in November 2024, evaluate the consistency of Stockton’s ADU regulations with State law and update accordingly. Continue to make ADU materials available; evaluate effectiveness of ADU approvals every other year, starting April 2025; and, identify additional site capacity, if needed, by December 2026. Apply annually, or as grants are available, for funding to support ADU incentives.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
7. Infill Strategy	100 extremely low-income units and 150 other lower income units; funding for 10 brownfield sites minimum to promote new housing choices and affordability in areas of opportunity.	Continue to offer the Downtown Infrastructure Infill Incentive Program. Adopt Housing Action Plan by April 2024. Implement Housing Action Plan strategies by 2025. Annually, beginning in 2026, identify any additional strategies needed to address overpayment and reduce displacement risk and implement them within 2 years of identification.
8. Site Assembly	Support at least 5 lot consolidations on sites with lower income units during the planning period. Facilitate lot consolidation to produce sites for 2,300 moderate and above moderate residential units to produce new housing opportunities throughout city.	Establish program or resources to connect property owners and developers by December 2025, and assess incentives and resources thereafter. Ongoing: Support consolidation as applicable housing applications are received; Pursue grant funding during planning period if California legislation and/or programs enable a tax-increment or similar program that leads to funding for site assembly.
9. Government-Owned Sites	Facilitate development of government-owned sites for 100 lower-income units and 594 above moderate-income units to produce new housing opportunities throughout city.	Coordinate with SDSU quarterly, starting immediately, with the goal of development of the sites by 2028. City-Owned Sites 4-96, 4-97, 4-230, 4-33, 4-231, 4-232, 3-74, 4-183: RFI/SOQ Issued: Q4 2023, Entitlements: June 2025, Building Permits: December 2025, Construction Complete: June 2027. City-Owned Sites 1-18, 1-19, 1-20, 1-21: RFP previously released in 2020, Entitlements: October 2024, Building Permits: May 2025, Construction Complete: July 2027. City-Owned Sites 4-67, 4-210: RFI/SOQ Issued: Anticipated Q2 2025, Entitlements: June 2026, Building Permits: December 2026, Construction Complete: June 2028. If a plan for housing development on these parcels is not underway by 2026, with building permits issued by June 2029 the City will identify additional sites for housing accordingly, including rezoning sites to address the RHNA if needed.
10. Large Site Development	Facilitate large lot development, including lot splits, as needed to produce sites for 1,512 lower-income units to produce new housing opportunities throughout city. - Conduct one-on-one meetings with developers and property owners. - Proactively conduct outreach advertising available incentives, resources, and relevant information for the development of larger sites. - Establish, maintain, and promote an inventory of large sites appropriate for residential development. - Facilitate and streamline parceling, or other similar planning methods, to encourage the development of large sites with affordable housing components.	Ongoing, as projects come forward; establish program to connect property owners and developers by December 2025. Annually reach out to developers to gather input on available incentives. Annually conduct outreach and advertising. Facilitate and streamline parceling, or other similar actions, for large sites through 2031. Assess project approvals on large Housing Element inventory sites as of December 31, 2027. If approved projects are not in line with the City's RHNA projections on large sites in the inventory, within one year (by December 31, 2028) the City will identify additional sites beyond the large sites in the inventory in order to further facilitate residential development and if necessary will rezone to make the sites available for residential development.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
Goal HE-2: Provide High Quality Housing for All Income Groups		
11. Coordination with the Housing Authority of San Joaquin County	Provide vouchers to 3,800 households in Stockton and assist these lower income households in accessing rental opportunities with Housing Choice Vouchers to facilitate housing mobility. Target additional outreach in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.	Ongoing; establish education program by the end of 2024 and distribute information. Then distribute information at least annually through the end of the planning period.
12. State and Federal Funding	Fund 200 extremely low-, 400 very low-, 450 low-income units; Provide down payment assistance to 75 low-income households, particularly in high opportunity areas such as the Morada/Holman, Brookside/Country Club, Eight Mile/Bear Creek, and Midtown neighborhoods.	Review funding opportunities annually; down payment assistance program is ongoing
13. Priority Sewer and Water Service for Affordable Housing	Include in Development Code as part of Comprehensive Update	Include in Development Code as part of Comprehensive Update by April 2024
14. Property Assessed Clean Energy (PACE) Program	Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs. Program outreach will be prioritized in areas with high rates of homeowner overpayment, including the Mariposa Lakes neighborhood, parts of Downtown and East Stockton, the Industrial Annex area, and parts of the Pacific Avenue/Lincoln Village and Weston/Van Buskirk neighborhoods.	Ongoing. A unique, centralized location for this program on the City's website will be created by December 2025. Annual updating will occur thereafter.
15. Green-Up Stockton	Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs. Program outreach will be prioritized in areas with high rates of homeowner or renter overpayment, including the South and East Stockton, Midtown, Industrial Annex, Downtown, and Mariposa Lakes neighborhoods.	Ongoing
16. Weatherization Activities	200 units weatherized. Program outreach will be prioritized in lower-income neighborhoods and areas with high rates of homeowner or renter overpayment, including the South and East Stockton, Midtown, Industrial Annex, Downtown, and Mariposa Lakes neighborhoods. Additionally, outreach will be prioritized in the area southeast of the intersection of Thornton Road/Pacific Avenue and West Hammer Lane, where the city may be able to reach more senior households. Additional program outreach will target areas in relative proximity to agricultural employment including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex	Program availability is ongoing. Advertising of the program by the City on the City website and direct outreach will begin by December 2024.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
	neighborhood. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton.	
Goal HE-3: Remove Governmental Constraints		
17. Development Code Revisions	N/A	April 2024
18. Fiscally Positive Impact Fees	Provide exemptions and reductions to 200 housing units to reduce overpayment for housing costs and reduce displacement risk specifically for lower-income communities, including 30 units affordable to extremely low-income households.	Annually, evaluate exemptions provided and determine whether all constraints to housing development associated with impact fees or other funding mechanisms are sufficiently addressed. If it is found that they are not being addressed, modifications will be made to one or more exemption programs within one year. This will occur after each annual review until the end of the planning period. The City will evaluate the feasibility of providing impact or other development fee waivers or deferrals for projects with extremely low-income units by the end of 2025.
19. Streamline Approvals for Affordable Housing Projects	150 new affordable units permitted through SB 35 approval streamlining and development of 150 affordable units facilitated by using the adopted preliminary application form.	Develop or adopt HCD's SB 330 preliminary application form and develop an SB 35 streamlined approval process by December 2024 and implement as applications are received. The City will implement a minimum of two of the options listed in Program 19, to further streamline approvals and support affordable housing projects by December 2026.
20. Density Bonuses	Facilitate the construction of 1,000 lower-income units to increase mobility opportunities; encourage density bonus units in high-resource areas.	Complete as part of Comprehensive Development Code Update by April 2024; annually review Development Code and revise as needed; produce brochures and make information available on the City's website by December 2024.
Goal HE-4: Preserve Existing Housing		
21. Preserve At-Risk Units	Continue to monitor the 392 assisted units, and if any become at risk, work with property owners to develop a strategy to provide assistance to maintain or replace 392 at-risk units as affordable to reduce potential for displacement of tenants and loss of affordable housing stock in the city.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis, in particular at the time of change of ownership.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
22. Housing Rehabilitation Programs	Assist 300 lower-income units to address potential displacement, especially in areas of the city with the poorest housing conditions as identified during the windshield survey, including the Downtown area; areas in close proximity to agricultural employment opportunities such as parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood; as well as any areas identified during the development of the HAP and Neighborhood Action Plans. Additional outreach will be targeted in areas with the highest concentration of children in single female-headed households, including parts of the Weston/Van Buskirk neighborhood, Downtown, and South Stockton. Of these units, assist 75 units with extremely low-income households..	Complete study and survey in 2023. Rehabilitation program is ongoing. Annually review the availability of funding opportunities and apply as opportunities become available.
23. Code Enforcement Program	Inspect 2,000 units annually, prioritizing areas with high potential need for rehabilitation, including the Downtown area; as well as areas in close proximity to agricultural employment opportunities including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood; as well as any areas identified during the development of the HAP and Neighborhood Action Plans.	Ongoing
24. Replacement of Existing Affordable Units	N/A	Ongoing

Goal HE-5: Provide Equitable Housing and Supportive Services

25. Continue to Support Organizations Assisting Homeless Persons	Annually, assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. Target outreach and distribute information about these programs in the downtown area, close to existing homeless services. As part of this, increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. Prioritize new residential or transitional care facilities for vulnerable populations in higher-opportunity areas or areas in close proximity to services, including the Midtown, Trinity/Northwest Stockton, Pacific Avenue/Lincoln Village, Eight Mile/Bear Creek, and Morada/Holman neighborhoods.	Apply for funding annually and provide funding to housing providers to fund on-site case managers and other support services annually. Provide operating support for organizations that provide basic services, outreach, and engagement annually. Provide financial support for the Coordinated Entry system annually through at least 2027.
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IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
26. Continue to Assist the Disabled in Community Development Block Grant Project Areas	Provide mobility assistance home-repair grants for 120 low-income individuals and households including those with special needs including disabilities, in Stockton, including rental units. Of these individuals or households, provide mobility assistance for home-repair grants for 5 extremely low-income individuals or households including those with special needs including disabilities.	Annually, contingent upon CDBG funding
27. Universal Design	100 housing units with universal design features to facilitate accessibility for persons with disabilities and seniors; encouraging at least five (5) of these units to be located near transit stations and services.	Make updates as part of the Comprehensive Development Code update by April 2024
28. Assist Farm Workers and other Members of the Workforce	Assist other organizations in developing at least 500 units or housing for farmworkers in Stockton or in the County during the planning period, including 300 in high and moderate resource areas in relative proximity to agricultural employment opportunities, including parts of the Weston/Van Buskirk neighborhood, the Industrial Annex, the Morada/Holman neighborhood, and the North Stockton Annex neighborhood.	Meet twice per year to explore opportunities for farmworker housing
29. Addressing the Needs of Those with Disabilities	By revising its Development Code to remove development constraints, the City will facilitate the development of 300 units for households with a household member who has a disability.	Revise the Reasonable Accommodation procedure including the findings as part of the Comprehensive Development Code Update by April 2024. Prepare public information on Reasonable Accommodations by June 2024. Continue to partner with the Valley Mountain Regional Center and review the materials on the City website annually starting in 2024 and update as needed after each annual review.
30. Practices to Affirmatively Further Fair Housing	See individual strategies bulleted in the program language at left with specific targets.	Refer to each strategy in this Affirmatively Furthering Fair Housing (AFFH) program for specific time frames.
31. Environmental Health and Access to Resources	See individual strategies bulleted in the program language at left with specific targets.	Refer to each strategy in this program for specific time frames.
32. Removal of Racially Restrictive Covenants	Remove all racially restrictive covenants from Stockton City-owned properties by December 2025 and assist in the removal of all known privately owned properties by the end of the 6th housing cycle. Advertise County program starting in 2025; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2025, with ongoing reminders in City publications and at City events. Support County enforcement of this State requirement as appropriate through City actions. Work with at least 20 property owners annually to support their efforts to remove restrictions from their deeds.	Remove all covenants on City-owned properties by December 2025; launch informational campaign between June and December 2025; encouragement of removal of covenants from private properties is ongoing.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
33. Disperse Sites Suitable for Lower Income Housing to Affirmatively Further Fair Housing	1,193 additional lower income units on sites in relatively higher income and higher resource areas in neighborhoods such as Trinity/Northwest Stockton, Eight Mile Rd/Bear Creek, and Northeast of Morada Lane.	Make sites available including any needed General Plan or zoning code revisions, by December 31, 2026.

QUANTIFIED OBJECTIVES

Table HE-1 below summarizes the City’s quantified objectives for new construction, rehabilitation, preservation, and housing assistance over an eight-year time frame. These quantified objectives represent targets. They are estimates based on past experience, anticipated funding levels, and anticipated housing market conditions.

**Table HE-1: SUMMARY OF QUANTIFIED OBJECTIVES
2023-2031**

PROGRAM	EXTREMELY LOW	VERY LOW	LOW	MODERATE	ABOVE-MODERATE	TOTAL HOUSEHOLDS
New Construction ¹	1,232	1,233	1,548	2,572	6,088	12,673
Rehabilitation ²	700	900	900	-	-	2,500
Conservation/Preservation of At-Risk Units ³	600	957	985	825	825	4,192

Notes:

1. Corresponds to the City’s RHNA.
2. Corresponds to objectives in Programs 16, 22, and 23.
3. Corresponds to the at-risk affordable assisted units in the city (see Housing Needs Assessment, Table HE-42 and Program 21) and objectives from Programs 11 and 14 aiming to conserve existing housing.

INTRODUCTION

State housing element law (Government Code Section 65580) mandates that local governments must adequately plan to meet the existing and projected housing needs of all economic segments of the community. This section provides a snapshot of current (2022) information on household characteristics, housing needs, housing supply, land inventory for new development, housing programs, constraints, and incentives for new housing development. It also evaluates progress made since the last Housing Element was adopted in 2015.

OVERVIEW OF STATE REQUIREMENTS

State law recognizes the vital role local governments play in the supply and affordability of housing. Each local government in California is required to adopt a comprehensive, long-term general plan for the physical development of their city or county. The housing element is one of eight mandated elements of the general plan. State law requires local government plans to address the existing and projected housing needs of all economic segments of the community through their housing elements. The law acknowledges that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development. As a result,

housing policy in the state rests largely upon the effective implementation of local general plans and local housing elements in particular.

The purpose of the housing element is to identify the community's housing needs, to state the community's goals and objectives with regard to housing production, rehabilitation, and conservation to meet those needs, and to define the policies and programs that the community will implement to achieve the stated goals and objectives.

State law requires cities and counties to address the needs of all income groups in their housing elements. The official definition of these needs is provided by the California Department of Housing and Community Development (HCD) for each city and county within its geographic jurisdiction. Beyond these income-based housing needs, the housing element must also address special-needs groups such as persons with disabilities and homeless persons.

As required by State Housing Element Law (Government Code Section 65583(a)), the assessment and inventory for this Housing Element includes the following:

- Analysis of population and employment trends and projections and a quantification of the locality's existing and projected housing needs for all income levels. This section includes analysis of

"at-risk" assisted housing developments that are eligible to change from lower-income housing to market-rate housing during the next 10 years.

- Analysis and documentation of household characteristics, including level of payment compared to ability to pay, and housing characteristics, including overcrowding and housing stock condition.
- Analysis of any special housing needs for the elderly, persons with disabilities (including developmental disabilities), large households, farmworkers, families with female heads of household, and families and persons in need of emergency shelter.
- In 2018, California passed Assembly Bill (AB) 686 to address more subtle, discriminatory methods that reinforce patterns of segregation that persist in California today. The new legislation requires cities and counties to update their Housing Element to include an assessment of fair housing practices, an analysis of the relationship between available sites and areas of high or low resources, and concrete actions in the form of programs to affirmatively further fair housing. The purpose of this assessment and analysis is to proactively promote the replacement of segregated living patterns with truly integrated and balanced living patterns and to transform racially and ethnically concentrated areas of poverty into areas of opportunity.
- Inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning, public facilities, and services to these sites.
- Analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels and for persons with disabilities, including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. Analysis of local efforts to remove governmental constraints.

- Analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, and the cost of construction.
- Analysis of opportunities for residential energy conservation.

The Housing Element identifies the nature and extent of the City's housing needs, which in turn provides the basis for the City's response to those needs in the Housing Element Policy Document. In addition to identifying housing needs, the element also presents information on the setting in which the needs occur, which provides a better understanding of the community and facilitates planning for housing.

The Housing Element sections draw on a broad range of information sources. Information on population, housing stock, and the economy comes primarily from the HCD pre-approved data package¹ as well as the 2020 US Census, American Community Survey (ACS), the California Department of Finance (DOF), and City of Stockton records. Information on available sites and services for housing comes from numerous public agencies. Information on constraints on housing production and past and current housing efforts in the City of Stockton comes from City staff, other public agencies, and a number of private sources.

GENERAL PLAN AND HOUSING ELEMENT CONSISTENCY

The Housing Element is a component of the 2040 General Plan, which provides guiding policy for all growth and development within the city. The General Plan consists of elements that address both State-mandated planning issues plus optional subjects that are of particular concern within Stockton. These elements are:

- Land Use
- Transportation

¹ San Joaquin Valley Regional Early Action Planning (REAP) Collaborative compiled a significant amount of data needed to update the Housing Element. Much of the data in the HCD pre-approved data package is from the 2016-2020 American Community Survey. The source of information for the tables identifies when the data is from the data package.

- Safety
- Community Health

All State-mandated elements except the Housing Element are included in one of these elements as a sub-element. The Housing Element is updated in a separate State-dictated schedule from the rest of the General Plan. This Housing Element will be effective from December 31, 2023, through December 31, 2031. This Housing Element updates the City of Stockton Housing Element that was adopted in 2016. The City is also currently updating its Safety Element. During the update process, the City has conducted an internal consistency review to ensure consistency between the Housing and Safety Element and all other elements of the General Plan. The City will maintain consistency as future General Plan amendments are processed by evaluating proposed amendments for consistency with all elements of the General Plan, including the Housing Element.

GENERAL PLAN AND HOUSING ELEMENT DIFFERENCES

The housing element is one of eight State-mandated elements that every general plan must contain. Although the housing element must follow all the requirements of the general plan, the housing element has several State-mandated requirements that distinguish it from other general plan elements. Whereas the State allows local government the ability to decide when to update their general plan, State law sets the schedule for periodic update (eight-year time frame) of the housing element. Local governments are also required to submit draft and adopted housing elements to HCD for State law compliance review. This review ensures that the housing element meets the various State mandates. When the City satisfies these requirements, the State will “certify” that the element is legally adequate. Failing to comply with State law could result in potentially serious consequences, such as reduced access to infrastructure, transportation, and housing funding and vulnerability to lawsuits.

PUBLIC PARTICIPATION

As part of the Housing Element update process, the City is implementing the State’s public participation requirements in Housing Element law, set forth in Government Code Section 65583(c)(7), that jurisdictions “...shall make a diligent effort to achieve participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.”

The City has sought to engage all segments of the community during the preparation of the Housing Element update, including the individuals, organizations, and agencies with which the City consulted; the methods of community outreach; and a summary of comments received and how these comments have been addressed. All segments of the community were encouraged by the City to participate in preparation of the Housing Element through a series of efforts, including noticing of property owners of sites in the draft Housing Element sites inventory, announcements on the City’s social media channels, distribution to the Housing Element email listserv, and direct contacts by email and phone with organizations serving low-income and special-needs groups. The City invited representatives of these groups to attend the public workshops on the Housing Element. Spanish translation has been available at the workshop and translation into other languages has been available on request. Summaries of all outreach, input received, and the way input was incorporated into the Housing Element are described in Appendix B.

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EXISTING NEEDS ASSESSMENT

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MAJOR FINDINGS

- Since 2005, Stockton has experienced an average annual growth rate (AAGR) of 0.9 percent and grew as a whole by 15.8 percent (an increase of 43,974 people). However, between 2021 and 2022, the population decreased by over 1,395. This was the first year of population decrease since 2008.
- Stockton's population was slightly younger than the county and state average in 2020. The city had a higher percentage of residents under the age of 34 than San Joaquin County, and the median age in Stockton (33.0) was lower than that of the county (34.4) and the state (36.7).
- Stockton's population was more ethnically and racially diverse than the county and state in 2020. Asian and Hispanic populations continue to make up about 64 percent of the population in Stockton.
- Between 2018 and 2020, the per-capita personal income increased by 20.3 percent in the City of Stockton, 13.9 percent in California, and 10.0 percent in the U.S. Although income increased in Stockton between 2018 and 2020 at a higher rate than income in California and the United States, as of 2020, average personal income in Stockton was approximately \$7,500 less than the United States and approximately \$18,000 less than California.
- Stockton's household income distribution is more heavily concentrated in the lower end of the income spectrum than the county and state. In 2020, 21.0 percent of Stockton households earned less than \$25,000 compared to 17.0 percent countywide and 16.0 percent statewide. Households earning \$100,000 or more made up 26.0 percent of Stockton households but accounted for 33.0 percent of households countywide and 39.7 percent of all California households.
- In August 2022, 9.7 percent of Stockton residents and San Joaquin County residents were unemployed, which was approximately twice the statewide unemployment rate (4.1 percent).
- Homeownership rates in Stockton decreased from 51.6 percent in 2000 to 45.1 percent in 2014 following the housing market crash and foreclosure crisis. Since then, it rebounded to 49.9 percent in 2020. However, Stockton's homeownership rate is lower than the countywide (57.7 percent) and statewide (55.3 percent) rates. Stockton has a greater need for large housing units than the county and state. Stockton had a larger average household size, smaller number of housing units, and higher overcrowding rates than the county and state.
- As of 2020, about 1.9 percent of Stockton's housing stock was built after 2010 and another

17.4 percent of the housing stock was built between 1990 and 1999. The majority of new home construction occurred prior to the recession from 2000 to 2007. According to the California Department of Housing and Community Development (HCD) Data Dashboard from January 1, 2016, to April 13, 2021, only 888 residential building permits were issued.

- The rate of housing cost burden for lower-income households is slightly higher in Stockton (75.0 percent) than in San Joaquin County (72.0 percent) and California (70.0 percent), pointing to a need for more affordable housing units in Stockton.
- The 2022 countywide point-in-time homeless count identified a total of 2,319 unsheltered persons in San Joaquin County, of which, 893 unsheltered persons were counted in Stockton.

INTRODUCTION

This section begins with a description of housing and demographic characteristics of Stockton. The section then discusses the existing housing needs of the city based on housing and demographic characteristics, and the housing needs of “special” population groups as defined in State law. Data for Stockton is presented, wherever possible, alongside data for San Joaquin County and California for comparison. This facilitates an understanding of the city’s characteristics by illustrating how the city is similar to, or differs from, the county and state in various aspects related to demographic, employment, and housing characteristics and needs.

DEMOGRAPHIC AND EMPLOYMENT PROFILE

The purpose of this section is to establish “baseline” population, employment, and housing characteristics for Stockton. The main sources of the information in this section are the HCD pre-approved data package, 2020 American Community Survey (ACS) 5-Year Estimates (2016-2020), and the California Department of Finance (DOF). Other sources of information include the San Joaquin Council of Governments (SJCOG), the California Employment Development Department (EDD), and the U.S. Department of Housing and Urban Development (HUD), including HUD’s Comprehensive

Housing Affordability Strategy (CHAS). It is important to note that the ACS data is a multi-year estimate based on sample data and has a large margin of error. It is noted in the data source at the bottom of tables in this section where this data package was used.

DEMOGRAPHICS

Population

As shown in **Table HE-2**, overall, Stockton’s population has grown steadily in the last two decades. Since 2005, Stockton has experienced an AAGR of 0.9 percent and grew as a whole by 15.8 percent (an increase of 43,974 people). However, between 2021 and 2022, the population decreased by over 1,395 residents. This was the first year of population decrease since 2008.

Table HE-3 shows the population growth rate in Stockton relative to San Joaquin County and the state of California. From 2000 to 2022, both the city of Stockton and the county as a whole grew at a faster rate than the state average. In each jurisdiction, population increased between 2000 and 2010 at approximately twice the rate of population growth between 2010 and 2022.

**Table HE-2: Historical Population Change
Stockton, 2000-2022**

YEAR	POPULATION	CHANGE	AAGR
2000	243,771		-
2005	278,515	34,744	2.9%
2006	284,418	5,903	2.1%
2007	295,070	10,652	3.7%
2008	275,885	-19,185	-6.5%
2009	287,584	11,699	4.2%
2010	292,747	5,163	0.4%
2011	296,367	3,620	1.2%
2012	297,975	1,608	0.5%
2013	298,115	140	0.0%
2014	302,405	4,290	1.4%
2015	306,138	3,733	1.2%
2016	309,829	3,691	0.2%
2017	313,255	3,426	1.1%
2018	315,099	1,844	0.6%
2019	317,356	2,257	0.7%
2020	319,188	1,832	0.6%
2021	323,884	4,696	1.5%
2022	322,489	-1,395	-0.4%

Source: DOF, Report E-4 Population Estimates for Cities, Counties, and the State, 2011-2022, with 2010 Census Benchmark; DOF, Table 2a Historical Census Populations of California State, Counties, Cities, Places, and Towns.

Age

Table HE-4 shows the distribution of Stockton's population by age in 2020. According to the 2020 ACS 5-Year Estimates (2016-2020), the median age in Stockton is 33.0 years, which is lower than the county (34.4 years) and the state (36.7 years). In 2020, 58.6 percent of the population in Stockton was 5 to 45 years of age. Young adults and middle-aged adults, which make up the workforce, may need homes near employment or transit centers with adequate size for families. Those 65 years and older represented about 12.5 percent of the population. When compared to San Joaquin County, the age distribution was similar although Stockton had a higher percentage of persons between the age of 45 and 64 and San Joaquin had a higher percentage of persons 65 and older.

Table HE-3: Population Change
Stockton, San Joaquin County, and California, 2000 to 2022

	STOCKTON			SAN JOAQUIN COUNTY			CALIFORNIA		
	2000	2010	2022	2000	2010	2022	2000	2010	2022
Population	243,771	291,707	322,489	556,229	685,306	784,298	33,873,086	37,253,956	39,185,605
Growth from Previous Period		47,936	30,782		129,077	98,992		3,380,870	1,931,649
AAGR from Previous Period		1.8%	0.9%		2.1%	1.2%		1.0%	0.4%

Source: U.S. Census.

Table HE-4: Age Characteristics
Stockton and San Joaquin County, 2020

AGE GROUP	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Under 5 Years	22,922	7.4%	52,370	13.7%	2,409,082	12.9%
5 to 17 Years	63,563	20.4%	57,392	15.0%	2,431,647	13.0%
18 to 24 Years	32,757	10.5%	59,177	15.5%	2,597,443	13.9%
25 to 34 Years	45,143	14.5%	34,731	9.1%	1,518,469	8.1%
35 to 44 Years	41,033	13.2%	20,997	5.5%	1,029,603	5.5%
45 to 54 Years	35,355	11.4%	10,858	2.8%	545,047	2.9%
55 to 64 Years	31,725	10.2%	11,504	3.0%	540,872	2.9%
65 to 74 Years	22,950	7.4%	29,126	7.6%	1,608,717	8.6%
75 to 84 Years	11,130	3.6%	54,303	14.2%	3,084,036	16.5%
85 Years and Over	4,525	1.5%	51,063	13.4%	2,923,877	15.6%
Total	311,103	100.0%	381,521	100.0%	18,688,793	100.0%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Race and Ethnicity

Table HE-5 summarizes data related to the race and ethnicity of residents of Stockton, San Joaquin County, and California in 2020. Compared to San Joaquin County and California, Stockton is more racially and ethnically diverse. In 2020, approximately 43.5 percent of the city's population was Hispanic or Latino, compared to 41.7 percent in the county and 39.1 percent in the state. The city also has a higher proportion of persons

identifying as Asian at 20.5 percent, compared to the county at 15.5 percent and state at 14.6 percent. Additionally, 11.0 percent of Stockton's population was Black or African American, which is a greater proportion than countywide at 6.8 percent and statewide at 5.4 percent. Stockton has a smaller percentage of whites at 19.4 percent compared to 30.7 percent in the county and 36.5 percent in the state.

Table HE-5: Population Breakdown by Race/Ethnicity
Stockton, San Joaquin County, and California, 2020

RACE/ETHNICITY	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Hispanic or Latino	135,457	43.5%	313,385	41.7%	15,380,929	39.1%
Not Hispanic or Latino						
White	60,442	19.4%	230,857	30.7%	14,365,145	36.5%
Black or African American	34,195	11.0%	50,920	6.8%	2,142,371	5.4%
American Indian and Alaska Native	493	0.2%	1,447	0.2%	131,724	0.3%
Asian	63,657	20.5%	116,618	15.5%	5,743,983	14.6%
Native Hawaiian and Other Pacific Islander	1,404	0.5%	4,228	0.6%	135,524	0.3%
Some Other Race	1,252	0.4%	2,043	0.3%	124,148	0.3%
Two or more Races	14,203	4.6%	32,117	4.3%	1,322,199	3.4%
TOTAL POPULATION	311,103	100%	751,615	100%	39,346,023	100%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

INCOME AND EMPLOYMENT

Local demand for housing is significantly impacted by income, employment characteristics, and regional job growth. To effectively address the housing and jobs relationship, an understanding of local salary and job profiles is needed. This section analyzes personal income, household income, and employment characteristics for San Joaquin County and the city of Stockton, when available.

Personal Income

Table HE-6 shows the change in average per-capita income for the Stockton Metropolitan Statistical Area (MSA), California, and the United States from 2018 to 2020. Between 2018 and 2020, the Per-Capita Personal Income increased by 20.3 percent in the City of Stockton, 13.9 percent in California, and 10.0 percent in the United States. Although income increased in Stockton

between 2018 and 2020 at a higher rate than income in California and the United States, as of 2020, average personal income in Stockton was approximately \$7,500 less than the United States and approximately \$18,000 less than California.

Table HE-6: Personal Income¹
Stockton, California, and United States, 2018 to 2020

PER-CAPITA PERSONAL INCOME ¹				
	2018	2019	2020	PERCENTAGE CHANGE
Stockton	\$43,077	\$45,075	\$51,816	20.3%
California	\$61,633	\$64,513	\$70,192	13.9%
United States	\$54,098	\$56,047	\$59,510	10.0%

¹ Per-capita personal income was computed using Census Bureau midyear population estimates.

Source: Department of Commerce, Bureau of Economic Analysis, 2020.

Household Income

As shown in **Table HE-7**, household incomes in Stockton are generally lower than incomes countywide and in the state. The most significant income disparities when comparing Stockton with the county or state occur at either end of the income spectrum. For example, 21.0 percent of Stockton households earned less than

\$25,000 in 2020 compared to 17.0 percent countywide and 16.0 percent statewide. Households earning \$100,000 or more made up 26.0 percent of Stockton households but accounted for 33.0 percent of households countywide and 39.7 percent of all California households.

Table HE-7: Household Income Distribution
Stockton, San Joaquin County, and California, 2020

INCOME	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Less than \$29,999	24,229	25.4%	48,181	20.9%	2,486,133	19.0%
\$30,000-\$44,999	10,271	10.8%	27,050	11.7%	1,377,391	10.5%
\$45,000-\$59,999	11,434	12.0%	26,081	11.3%	1,258,858	9.6%
\$60,000-\$74,999	9,869	10.4%	23,343	10.1%	1,162,681	8.9%
\$75,000- \$125,000	20,420	21.4%	53,173	23.0%	2,911,428	22.2%
Above \$125,000	19,013	20.0%	53,264	23.0%	3,906,623	29.8%
Total	95,236	100.0%	231,092	100.0%	13,103,114	100.0%
Median Income	\$58,393		\$68,628		\$78,672	

Source: American Community Survey (2016-2020)

Income Categories and the Regional Housing Needs Allocation

The Regional Housing Needs Allocation (RHNA) for the Housing Element planning period from December 31, 2023, through December 31, 2031, for San Joaquin County as a whole is 52,719. SJCOG developed a methodology to sub-allocate the county-level projection to the unincorporated county and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and Stockton. Of the total 52,719 needed units in the SJCOG region, 12,673 are allocated to the City of Stockton.

Per State law, SJCOG further divided the housing need for each jurisdiction into four income categories. This division is intended to ensure adequate affordable housing for all income levels in the region. The four categories are Very Low Income, Low Income, Moderate Income, and Above Moderate Income. According to California Government Code Section 65583(a)(1), the City may “presume that 50 percent of the very low-income households qualify as extremely low-income households.” Stockton’s RHNA by income category is shown in **Table HE-8** alongside representative income ranges that correlate with the RHNA categories.

The income categories shown in **Table HE-8** are additionally used for the purpose of determining eligibility for housing assistance through State, federal and local programs. HCD publishes these income limits for the following categories annually for each county in California.

Table HE-8: Income Limits for San Joaquin County and Regional Housing Needs Allocation 2022

INCOME CATEGORY	2022 INCOME RANGE (HOUSEHOLD OF 4)	RHNA	RHNA PERCENT-AGE
Extremely Low <30% of Median Income	<\$27,750		
Very Low Income 31-50% of Median Income	\$27,751 - \$41,400	2,465*	19.5%
Low Income 51-80% of Median Income	\$41,401 - \$66,200	1,548	12.2%
Moderate Income 81-120% of Median Income	\$66,201 - \$102,000	2,572	20.3%
Above Moderate Income > 120% of Median Income	>\$102,000	6,088	48.0%
Total RHNA		12,673	100%

HCD 2022 Median Income for a household of four in San Joaquin County: \$85,000

*For purposes of the Housing Element, it is assumed that 50 percent of the City's RHNA allocation of very low-income units represents the additional housing needed to be provided for extremely low-income households.

Sources: California Department of Housing and Community Development, State Income Limits for San Joaquin County, 2022; San Joaquin County Subregion 6th Cycle Regional Housing Needs Allocation, Final Methodology

Employment

Table HE-9 shows the top employers in the City of Stockton in 2021 by number of employees. The top employers in Stockton were the Stockton Unified School District, St. Joseph's Medical Center, and Amazon. Table HE-10 shows industry employment by major classification for Stockton, San Joaquin County, and California in 2020. Whether living in Stockton or elsewhere in the county or state, the most common industry of employment was Educational and Health Services (22.0 percent in Stockton, 21.0 percent in San Joaquin County and California. In Stockton and San Joaquin County, this was followed by Retail Trade (12.0 percent), while the second most common industry of employment statewide was Professional, Scientific, and Management, and Administrative, and Waste Management Services (14.0 percent).

Table HE-9: Top Employers in the City of Stockton, 2021

EMPLOYERS	NUMBER OF EMPLOYEES
Stockton Unified School District	5,205
St. Joseph's Medical Center	4,600
Amazon	2,100
City of Stockton	2,099
San Joaquin County	2,000
Pacific Gas and Electric Company	1,550
Lincoln Unified School District	1,212
Kaiser Permanente	1,065
University of the Pacific	1,021
San Joaquin Delta College	1,007
Total	21,859

Source: Annual Comprehensive Financial Report, City of Stockton, 2021

Table HE-10: Employment by Industry
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Jobs by Place of Employment						
Agriculture, Forestry, Fishing and Hunting, and Mining	5,010	3.9%	14,472	4.5%	394,290	2.1%
Construction	9,207	7.1%	27,114	8.5%	1,190,537	6.4%
Manufacturing	10,425	8.1%	30,223	9.5%	1,676,497	9.0%
Wholesale Trade	3,679	2.9%	9,655	3.0%	514,234	2.8%
Retail Trade	15,650	12.1%	37,996	11.9%	1,942,421	10.4%
Transportation, Warehousing, and Utilities	12,342	9.6%	27,176	8.5%	1,028,818	5.5%
Information	1,358	1.1%	4,015	1.3%	542,674	2.9%
Financial Activities	5,690	4.4%	14,579	4.6%	1,118,253	6.0%
Professional, Scientific, and Management, and Administrative, and Waste Management Services	10,947	8.5%	30,877	9.7%	2,581,266	13.8%
Educational and Health Services	28,702	22.3%	65,614	20.5%	3,960,265	21.2%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	11,358	8.8%	25,917	8.1%	1,894,858	10.2%
Other Services	7,090	5.5%	15,573	4.9%	952,302	5.1%
Public Administration	7,494	5.8%	16,597	5.2%	850,479	4.6%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Table HE-11 illustrates average annual unemployment rates in Stockton, San Joaquin County, and California from January 2010 to August 2022. Throughout the timeline, the unemployment rate in Stockton and San Joaquin County has been consistently higher than statewide, with Stockton's rate slightly higher than the county's rate. Overall, the unemployment rate in Stockton, San Joaquin County, and California steadily decreased by an average of 8.0 percent from January 2010 to August 2022. In August 2022, 9.7 percent of Stockton residents and San Joaquin County residents were unemployed, which was approximately twice the statewide unemployment rate (4.1 percent).

Table HE-11: Unemployment Rate
Stockton, San Joaquin County, and California, January 2010 to August 2022

YEAR	STOCKTON	SAN JOAQUIN COUNTY	CALIFORNIA
2010	18.1%	16.9%	12.5%
2011	17.7%	16.5%	11.9%
2012	15.7%	14.6%	10.5%
2013	13.4%	12.5%	9.0%
2014	11.5%	10.7%	7.6%
2015	9.7%	8.9%	6.3%
2016	9.1%	8.2%	5.5%
2017	8.1%	7.0%	4.8%
2018	7.1%	6.1%	4.3%
2019	7.0%	6.0%	4.1%
2020	13.2%	11.6%	10.2%
2021	10.0%	8.7%	7.3%
2022 ¹	9.7%	9.7%	4.1%

Note: Rates shown are a percentage of the labor force.

¹ August 2022.

Source: Employment Development Department; Unemployment Rate (2010-2021), 2022.

POPULATION AND EMPLOYMENT PROJECTIONS

SJCOG produces projections of population and employment for the cities in San Joaquin County, including Stockton. SJCOG's most recent projections, released in 2016, cover the period from 2020 to 2045.

Table HE-12 shows SJCOG's population and employment estimates using 2015 as the base year with population and employment projections through 2045.

As shown in **Table HE-12**, Stockton's population is projected to increase at an average annual rate of 1.4 percent from 329,729 in 2020 to 463,445 in 2045 (total increase of 40.6 percent). The report was released in 2016 and does not account for the loss of jobs from the COVID-19 pandemic. According to the report, employment growth in Stockton is projected to occur at a lower rate than population growth. The number of jobs is projected to increase at an average rate of 1.2 percent each year from 121,350 jobs in 2020 to 158,946 in 2045 (total increase of 31.0 percent). The ratio of jobs per capita is projected to decline slightly from 0.4 jobs per person estimated in 2020 to 0.3 jobs per person estimated in 2045.

Table HE-12: Population and Employment Projections
Stockton, 2015 - 2045

YEAR	POPULATION		EMPLOYMENT		JOBS/POPULATION RATIO
	HOUSEHOLDS	AAGR	JOBS	AAGR	
2015	309,919	-	112,225	-	0.4
2020	329,729	1.3%	121,350	1.6%	0.4
2025	352,239	1.4%	128,522	1.3%	0.4
2030	374,939	1.3%	136,280	1.2%	0.4
2035	401,961	1.4%	144,228	1.2%	0.4
2040	432,627	1.5%	151,979	1.1%	0.4
2045	463,445	1.4%	158,946	0.9%	0.3

Source: Center for Business and Policy Research 2015 to 2045 Population, Household, Employment Update, 2016.

HOUSEHOLD CHARACTERISTICS AND HOUSING SUPPLY

This section provides an analysis of household characteristics and housing supply. The first section analyzes household characteristics, such as household population, composition, size, tenure, and overcrowding. The second section analyzes the city's housing inventory and supply, including a discussion of vacant units.

The US Census defines a household as consisting of all the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit, such as partners or roomers, is also counted as a household. Data on households does not include people living in group homes. The US Census defines group quarters as places where people live or stay in a group living arrangement that is owned or managed by an organization providing housing and/or services for the residents. Group quarters include such places as college residence halls, residential treatment centers, skilled nursing facilities, group homes, military barracks, prisons, and worker dormitories.

The US Census defines a family as a group of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together. However, to facilitate fair housing, and remove constraints (for example housing for people with disabilities) under State Housing Element law, local jurisdictions are required to define "family" in a manner that does not distinguish between related and unrelated persons and does not impose limitations on the number of people that may constitute a family.

The US Census defines a family household as a household maintained by a householder who is in a family (as defined previously) and includes any unrelated people (unrelated subfamily members and/or secondary individuals) who may be residing there. In US Census data, the number of family households is equal to the number of families. However, the count of family household members differs from the count of family

members in that the family household members include all people living in the household, whereas family members include only the householder and his/her relatives. In US Census data, a nonfamily household consists of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related.

Families often prefer single-family homes to accommodate children, while single persons often occupy smaller apartments or condominiums. Single-person households often include seniors living alone or young adults.

HOUSEHOLD CHARACTERISTICS

Household Population

Household population is an important measure for establishing the number of persons residing in private households. Persons in institutional or group quarters are not included in the count of household population. According to the 2020 ACS 5-Year Estimates (2016-

2020), as of 2020, Stockton had a total population of 319,188 comprising 95,236 households. The city had an average of 3.20 persons per household.

Household Composition

The U.S. Census divides households into two different categories, depending on their composition: family and nonfamily. Family households are those consisting of two or more related persons living together and may also include nonrelated individuals. Nonfamily households include persons who live alone or in groups composed of unrelated individuals. As shown in **Table HE-13**, family households have made up a larger share of the population in Stockton and San Joaquin County than the state average. In 2020, 72.5 percent of Stockton households were family households compared to 74.7 percent countywide and 68.6 percent in the state. These proportions are very close to what they were in 2013 and 2000.

Table HE-13: Family and Nonfamily Households
Stockton, San Joaquin County, and California, 2000, 2013, and 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
2000						
Family Households	56,186	71.5%	134,708	74.2%	7,920,049	68.9%
Nonfamily Households	22,370	28.5%	46,921	25.8%	3,582,821	31.1%
Total Households	78,556	100.00%	181,629	100.00%	11,502,870	100.00%
2013						
Family Households	66,226	73.3%	160,476	74.4%	8,603,822	68.6%
Nonfamily Households	24,146	26.7%	55,087	25.6%	3,938,638	31.4%
Total Households	90,372	100.00%	215,563	100.00%	12,542,460	100.00%
2020						
Family Households	69,029	72.5%	172,583	74.7%	8,986,666	68.6%
Nonfamily Households	26,207	27.5%	58,509	25.3%	4,116,448	31.4%
Total Households	95,236	100.00%	231,092	100.00%	13,103,114	100.00%

Source: 2000 U.S. Census, 2014 American Community Survey; 2016-2020 American Community Survey 5-Year Estimates.

Tenure

Tenure is a measure of the rates of homeownership in a jurisdiction. Tenure for a type of unit and the number of bedrooms can help estimate demand for a diversity of housing types. The owner versus renter distribution of a

community's housing stock influences several aspects of the local housing market. Residential stability is influenced by tenure, with ownership housing typically having a much lower turnover rate than rental housing.

Home equity is the largest single source of household wealth for most Americans. According to the National Builders Association in 2021, on average, homeowners had a median net worth of \$255,000, which is approximately 40 times the median net worth of renters (\$6,300), which reflects the value of homeownership.

Table HE-14 shows rates of homeownership and renter occupancy in Stockton in 2000, 2014, and 2020, and

San Joaquin County and California in 2020. Homeownership rates in Stockton decreased from 51.6 percent in 2000 to 45.1 percent in 2014 following the housing market crash and foreclosure crisis. Since then, it rebounded to 49.9 percent in 2020. However, Stockton's homeownership is lower than countywide (57.7 percent) and statewide (55.3 percent) rates.

Table HE-14: Tenure

Stockton, San Joaquin County, and California, 2000, 2014, and 2020

	STOCKTON						SAN JOAQUIN COUNTY		CALIFORNIA	
	2000		2014		2020		2020		2020	
	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
Owner Occupied	40,534	51.6%	42,962	45.1%	47,481	49.9%	133,381	57.7%	7,241,318	55.3%
Renter Occupied	38,022	48.4%	52,204	54.9%	47,755	50.1%	97,711	42.28%	5,861,796	44.7%
Total Units	78,556	100.0%	95,166	100.0%	95,236	100.0%	231,092	100.0%	13,103,114	100.0%

Source: 2000 U.S. Census, 2014 American Community Survey; 2016-2020 American Community Survey 5-Year Estimates

Overcrowding

U.S. Census Bureau standards define a housing unit as overcrowded when the total number of occupants is greater than one person per room, excluding kitchens, porches, balconies, foyers, halls, half-rooms, or bathrooms. For example, if there were more than five people living in a home with five rooms (three bedrooms, living room, and dining room), it would be considered overcrowded. Units with more than 1.5 persons per room are considered severely overcrowded and should be recognized as a significant housing problem.

Table HE-15 compares housing overcrowding data for Stockton with data for San Joaquin County and California. In 2020, 90.7 percent of Stockton's households had 1.0 or fewer persons per room with only 9.2 percent considered overcrowded or severely overcrowded. Of all units in Stockton, 6.6 percent had between 1.01 and 1.5 persons per room, and 2.6 percent were severely overcrowded with more than 1.51 persons per room. Overcrowding was slightly more of a problem in Stockton in 2020 than countywide, where 5.6 percent of all households had more than 1.0 persons per room, and in California, where 8.2 percent of households were considered overcrowded.

Overcrowding is typically more of a problem in rental units than owner-occupied units. Only 6.0 percent of Stockton's owner households were overcrowded, while 12.4 percent of renter households were overcrowded in 2020. Countywide, 2.9 percent of owner households and 12.0 percent of renter households were overcrowded. Statewide, overcrowding was also greater among renter households (13.2 percent) compared to owner households (4.2 percent).

Table HE-15: Overcrowding
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Owner-Occupied (persons per room)						
1.0 or less	44,601	93.9%	219,709	97.1%	6,938,861	95.8%
Overcrowded 1.01 to 1.5	2,058	4.3%	4,980	2.2%	223,040	3.1%
Severely Overcrowded 1.51 or more	822	1.7%	1,586	0.7%	79,417	1.1%
Total	47,481	100.0%	226,275	100.0%	7,241,318	100.0%
Renter-Occupied (persons per room)						
1.0 or less	41,814	87.6%	86,044	88.1%	5,088,515	86.8%
Overcrowded 1.01 to 1.5	4,270	8.9%	8,098	8.3%	457,713	7.8%
Severely Overcrowded 1.51 or more	1,671	3.5%	3,569	3.7%	315,568	5.4%
Total	47,755	100.0%	97,711	100.0%	5,861,796	100.0%
Total Occupied Housing Units (persons per room)						
1.0 or less	86,415	90.7%	305,753	94.4%	12,027,376	91.8%
Overcrowded 1.01 to 1.5	6,328	6.6%	13,078	4.0%	680,753	5.2%
Severely Overcrowded 1.51 or more	2,493	2.6%	5,155	1.6%	394,985	3.0%
Total	95,236	100.0%	323,986	100.0%	13,103,114	100.0%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Household Size

Table HE-16 shows average household size by tenure for Stockton, San Joaquin County, and California in 2020. Stockton had a greater percentage (21.2 percent) of large households (five or more members) than countywide (19.6 percent) and in California (13.8 percent). Relative to the state, Stockton and San Joaquin County had a much greater percentage of large, renter-occupied households (21.8 percent and 21.0 percent compared to 13.8).

Table HE-17 shows the number of bedrooms per housing unit by tenure in Stockton, San Joaquin County, and California in 2020. As shown in the table, 63.8 percent of all housing units in Stockton contained three or more bedrooms in 2020. This is slightly lower than the percentage of units with three or more bedrooms countywide (68.5 percent) and higher than California (56.0 percent).

Renter-occupied units typically have a smaller number of bedrooms than owner-occupied units. This was the case in Stockton in 2020, where 85.2 percent of owner-

occupied units had three or more bedrooms, compared to only 42.5 percent of renter-occupied units. The percentage of renter-occupied units in Stockton with three or more bedrooms was lower than the percentage countywide (44.6 percent) but higher than California (27.8 percent).

Table HE-16: Household Size by Tenure
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Owner Occupied						
1 Person	9,617	20.3%	24,428	18.3%	1,416,913	19.6%
2-4 Persons	28,151	59.3%	84,113	63.1%	4,822,685	66.6%
5 Persons or more	9,713	20.5%	24,840	18.6%	1,001,720	13.8%
Total	47,481	100.0%	133,381	100.0%	7,241,318	100.0%
Renter Occupied						
1 Persons	11,557	24.2%	22,175	22.7%	1,697,906	29.0%
2-4 Persons	25,766	54.0%	55,055	56.3%	3,356,092	57.3%
5 Persons or more	10,432	21.8%	20,481	21.0%	807,798	13.8%
Total	47,755	100.0%	97,711	100.0%	5,861,796	100.0%
All Households						
1 Person	21,174	22.2%	46,603	20.2%	3,114,819	23.8%
2-4 Persons	53,917	56.6%	139,168	60.2%	8,178,777	62.4%
5 Persons or more	20,145	21.2%	45,321	19.6%	1,809,518	13.8%
Total	95,236	100.0%	231,092	100.0%	13,103,114	100.0%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Table HE-17: Number of Bedrooms by Tenure
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Owner Occupied						
No bedroom	328	0.7%	699	0.5%	50,963	0.7%
1 bedroom	388	0.8%	1,589	1.2%	173,846	2.4%
2 bedrooms	6,294	13.3%	16,453	12.3%	1,307,148	18.1%
3 bedrooms	22,332	47.0%	62,621	46.9%	3,228,533	44.6%
4 bedrooms	13,829	29.1%	40,609	30.4%	1,964,487	27.1%
5 or more bedrooms	4,310	9.1%	11,410	8.6%	516,341	7.1%
Total	47,481	100.0%	133,381	100.0%	7,241,318	100.0%
Renter Occupied						
No bedroom	2,737	5.7%	4,582	4.7%	496,503	8.5%
1 bedroom	8,255	17.3%	14,839	15.2%	1,512,885	25.8%
2 bedrooms	16,491	34.5%	34,668	35.5%	2,220,822	37.9%
3 bedrooms	14,035	29.4%	30,493	31.2%	1,189,552	20.3%
4 bedrooms	5,501	11.5%	11,472	11.7%	372,132	6.3%
5 or more bedrooms	736	1.5%	1,657	1.7%	69,902	1.2%
Total	47,755	100.0%	97,711	100.0%	5,861,796	100.0%
All Occupied Housing Units						
No bedroom	3,065	3.2%	5,281	2.3%	547,466	4.2%
1 bedroom	8,643	9.1%	16,428	7.1%	1,686,731	12.9%
2 bedrooms	22,785	23.9%	51,121	22.1%	3,527,970	26.9%
3 bedrooms	36,367	38.2%	93,114	40.3%	4,418,085	33.7%
4 bedrooms	19,330	20.3%	52,081	22.5%	2,336,619	17.8%
5 or more bedrooms	5,046	5.3%	13,067	5.7%	586,243	4.5%
Total	95,236	100.0%	231,092	100.0%	13,103,114	100.0%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Average household size is a function of household population (group quarters population is not counted) divided by the number of occupied housing units. **Table HE-18** shows the average household size for Stockton, San Joaquin County, and California. The average number of persons per household in Stockton increased slightly from 3.02 in 2000 to 3.17 in 2012 to 3.20 in

2020. The average household sizes in Stockton in 2020 were similar to those countywide (3.18) during this time period, and slightly larger than the statewide average (2.94). Both Stockton and San Joaquin County had greater average household sizes in 2020 for owner-occupied households (3.23 and 3.18) compared to renter-occupied households (3.16 and 3.17).

Table HE-18: Average Household Size by Tenure
Stockton, San Joaquin County, and California, 2000, 2012, and 2020

TENURE	STOCKTON			SAN JOAQUIN COUNTY			CALIFORNIA		
	2000	2012	2020	2000	2012	2020	2000	2012	2020
All Households	3.02	3.17	3.20	3	3.14	3.18	2.87	2.94	2.94
Owner Occupied	3.01	3.14	3.23	2.98	3.07	3.18	2.95	2.98	3.01
Renter Occupied	3.03	3.2	3.16	3.03	3.23	3.17	2.78	2.88	2.85

Source: 2008-2012 American Community Survey; 1990 and 2000 U.S. Census; 2016-2020 American Community Survey 5-Year Estimates.

Based on the information regarding housing units and household sizes, Stockton has a greater need for large housing units than the county and state. Stockton had a larger average household size, smaller housing units, and higher overcrowding rates than the county and state in 2020.

Multifamily housing complexes with five or more units make up the next-largest segment of Stockton's housing stock, comprising 17.7 percent (18,043 units) of the total in 2020. Between 2014 and 2020, only 61 units were built in multifamily complexes with five or more units. Between 2014 and 2020, the number of mobile homes in the city increased, and the overall share of mobile homes as a percentage of the entire housing stock stayed the same at 1.1 percent for 2014 and 2020.

HOUSING INVENTORY AND SUPPLY

Housing Units

Table HE-19 compares housing stock data by structure type for Stockton, San Joaquin County, and California in 2014 and 2020. The table shows the total housing stock in each area according to the type of structures in which units are located. Single-family detached housing units accounted for the majority of housing in Stockton in 2020. At 67.1 percent of the total housing stock, single-family detached units in Stockton made up a much larger share of the total than in the state overall, where only 57.7 percent of all units are single-family detached units. From 2014 to 2020, 2,649 single-family detached units were built in Stockton, representing 3.7 percent change for all new single-family residential units constructed. The majority of new home construction occurred prior to the recession from 2000 to 2007. According to the HCD Data Dashboard from January 1, 2016, to April 13, 2021, only 888 residential building permits were issued.

Table HE-19: Housing Units by Type**Stockton, San Joaquin County, and California, 2014 and 2020**

YEAR		TOTAL UNITS	SINGLE-FAMILY		MULTIFAMILY		MOBILE HOMES	BOAT, RV, VAN, ETC.
			DETACHED	ATTACHED	2 TO 4	5 PLUS		
Stockton								
2014	#	100,025	64,841	7,058	9,036	17,982	1,108	-
	%	100.0%	64.8%	7.1%	9.0%	18.0%	1.1%	-
2020	#	101,954	68,412	6,136	8,180	18,043	1,161	22
	%	100.0%	67.1%	6.0%	8.0%	17.7%	1.1%	0.0%
San Joaquin County								
2014	#	236,943	179,059	12,279	14,862	29,158	8,585	-
	%	100.0%	72.6%	5.2%	6.3%	12.3%	3.6%	-
2020	#	245,192	181,875	10,990	14,045	30,024	8,074	184
	%	100.0%	74.2%	4.5%	5.7%	12.2%	3.3%	0.1%
California								
2014	#	13,845,281	8,038,217	972,976	1,119,175	3,154,907	560,000	-
	%	100.0%	58.1%	7.0%	8.1%	22.8%	4.0%	-
2020	#	14,210,945	8,206,621	1,009,488	1,113,840	3,350,125	515,666	15,205
	%	100.0%	57.7%	7.1%	7.8%	23.6%	3.6%	0.1%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Occupancy/Vacancy Rates

Table HE-20 shows the occupancy and vacancy rates for Stockton, San Joaquin County, and California in 2000, 2010, and 2020. Stockton and San Joaquin County had lower vacancy rates than the state average in 2000 until

2010, when all three jurisdictions increased to the 8 to 9 percent range. In 2020, the vacancy rates resumed the vacancy trends, with the city and county having lower rates than the state average.

Table HE-20: Occupancy/Vacancy**Stockton, San Joaquin County, and California, 2000, 2010, and 2020**

	2000		2010		2020	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Stockton						
Occupied Units	78,522	95.60%	90,605	90.90%	99,084	95.90%
Vacant Units	3,603	4.4%	9,032	9.1%	4,234	4.1%
Total Housing Units	82,125	100.0%	99,637	100.0%	103,318	100.0%
San Joaquin County						
Occupied Units	181,629	96.00%	215,007	92.00%	247,542	95.74%
Vacant Units	7,531	4.0%	18,748	8.0%	11,024	4.3%
Total Housing Units	189,160	100.0%	233,755	100.0%	258,566	100.0%
California						
Occupied Units	11,502,870	94.20%	12,577,498	91.90%	13,612,650	93.34%
Vacant Units	711,679	5.8%	1,102,583	8.1%	971,348	6.7%
Total Housing Units	12,214,549	100.0%	13,680,081	100.0%	14,583,998	100.0%

Source: Department of Finance, E5, 2021-2022.

Table HE-21 provides details on the vacancy rates of different housing types for Stockton, San Joaquin County, and California in 2020.

Table HE-21: Vacant Units by Type
Stockton, San Joaquin County, and California, 2020

VACANCY STATUS	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
For rent	2,455	2.6%	3,792	1.6%	227,993	1.7%
For sale only	411	0.4%	1,161	0.5%	77,702	0.6%
Sold, not occupied	380	0.4%	1,219	0.5%	53,437	0.4%
Rented or sold; not occupied	350	0.4%	741	0.3%	54,898	0.4%
For seasonal, recreational, or occasional use	455	0.5%	1,535	0.7%	378,023	2.9%
For migrant workers	0	0.0%	117	0.1%	3,326	0.0%
Other vacant	2,667	2.8%	5,535	2.4%	312,452	2.4%
Total Vacant	6,718	7.1%	14,100	6.1%	1,107,831	8.5%
Total Units	95,236	100.0%	231,092	100.0%	13,103,114	100.0%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Housing Conditions

The U.S. Census provides limited data that can be used to infer the condition of Stockton's housing stock. For example, the Census reports on whether housing units have complete plumbing and kitchen facilities. A very small percentage of all housing units in Stockton lack complete plumbing or kitchen facilities (see Table HE-22), although a greater percentage of renter-occupied housing units lack these facilities compared to owner-occupied housing units.

Since housing stock age and condition are generally correlated, one Census variable that provides an indication of housing conditions is the age of a community's housing stock. As shown in Table HE-22, approximately two-thirds of Stockton's homes were built over 30 years ago. As of 2020, about 1.9 percent of Stockton's housing stock was built after 2010 and another 17.4 percent of the housing stock was built between 2000 and 2009.

Table HE-22 also shows the number and percentage of units lacking complete plumbing facilities and units lacking complete kitchen facilities. These rates were similar in Stockton as compared with San Joaquin County and California. In all three locations, rental units were

more likely to lack complete plumbing or kitchen facilities, as compared with ownership units. This trend points to the need for home improvement programs focused on rental properties.

Based on an early 2023 survey of former redevelopment areas and opportunity zones, the City estimates that approximately 2,900 (or 4%) of homes are blighted and in need replacement citywide.

Table HE-22: Age of Housing Stock and Housing Stock Conditions by Tenure
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Owner-Occupied Housing Units						
Built 2010 or later	974	2.1%	8,442	6.3%	272,900	3.8%
Built 2000 to 2009	11,499	24.2%	31,320	23.5%	924,495	12.8%
Built 1990 to 1999	7,461	15.7%	21,185	15.9%	811,147	11.2%
Built 1980 to 1989	6,335	13.3%	19,343	14.5%	1,068,601	14.8%
Built 1970 to 1979	7,610	16.0%	17,051	12.8%	1,175,870	16.2%
Built 1960 to 1969	3,520	7.4%	10,408	7.8%	906,490	12.5%
Built 1950 to 1959	3,966	8.4%	11,995	9.0%	1,077,380	14.9%
Built 1940 to 1949	2,743	5.8%	6,315	4.7%	430,809	5.9%
Built 1939 or earlier	3,373	7.1%	7,322	5.5%	573,626	7.9%
Total	47,481	100.0%	133,381	100.0%	7,241,318	100.0%
Units Lacking Complete Plumbing Facilities	74	0.2%	342	0.3%	17,434	0.2%
Units Lacking Complete Kitchen Facilities	135	0.3%	658	0.5%	36,908	0.5%
Renter-Occupied Housing Units						
Built 2010 or later	858	1.8%	3,374	3.5%	256,413	4.4%
Built 2000 to 2009	5,082	10.6%	12,571	12.9%	508,460	8.7%
Built 1990 to 1999	5,787	12.1%	12,027	12.3%	637,220	10.9%
Built 1980 to 1989	7,231	15.1%	15,380	15.7%	898,705	15.3%
Built 1970 to 1979	10,368	21.7%	18,071	18.5%	1,114,211	19.0%
Built 1960 to 1969	5,767	12.1%	11,573	11.8%	834,432	14.2%
Built 1950 to 1959	5,008	10.5%	10,681	10.9%	689,973	11.8%
Built 1940 to 1949	3,357	7.0%	5,964	6.1%	332,220	5.7%
Built 1939 or earlier	4,297	9.0%	8,070	8.3%	590,162	10.1%
Total	47,755	100.0%	97,711	100.0%	5,861,796	100.0%
Units Lacking Complete Plumbing Facilities	323	0.7%	467	1.0%	23,476	0.4%
Units Lacking Complete Kitchen Facilities	1,012	2.1%	1,905	4.0%	128,184	2.2%
Total Occupied Housing Units						
Built 2010 or later	1,832	1.9%	11,816	5.1%	529,313	4.8%
Built 2000 to 2009	16,581	17.4%	43,891	19.0%	1,432,955	12.9%
Built 1990 to 1999	13,248	13.9%	33,212	14.4%	1,448,367	13.1%
Built 1980 to 1989	13,566	14.2%	34,723	15.0%	1,068,601	9.6%
Built 1970 to 1979	17,978	18.9%	35,122	15.2%	1,175,870	10.6%
Built 1960 to 1969	9,287	9.8%	21,981	9.5%	1,740,922	15.7%
Built 1950 to 1959	8,974	9.4%	22,676	9.8%	1,767,353	15.9%
Built 1940 to 1949	6,100	6.4%	12,279	5.3%	763,029	6.9%
Built 1939 or earlier	7,670	8.1%	15,392	6.7%	1,163,788	10.5%
Total	95,236	100.0%	231,092	100.0%	11,090,198	100.0%
Units Lacking Complete Plumbing Facilities	397	0.4%	809	0.4%	40,910	0.4%
Units Lacking Complete Kitchen Facilities	1,147	1.2%	2,563	1.1%	165,092	1.5%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

The Neighborhood Services Section of the Police Department enforces codes, laws, and regulations for the abatement of substandard housing conditions and blight issues. Code enforcement statistics from the Neighborhood Services Section provide a sense of the number of units that may need renovation, rehabilitation, or replacement in the city. As shown in **Table HE-23**, the Neighborhood Services Division processed 234,924 housing code enforcement cases over the past 17 years at an average of about 14,683 cases each year. The most common housing violations are deferred maintenance issues like plumbing leaks, worn/deteriorated materials, and lack of weather protection. Others include structural problems, raw sewage, exposed wiring, and other exterior housing problems. The majority of housing cases usually take a minimum of 45 days to resolve depending on the amount and severity of the violations.

Table HE-23: Code Enforcement Cases
Stockton, Fiscal Year 2005/06-2021/22

FISCAL YEAR	NUMBER OF CASES*
2005/06	13,866
2006/07	17,291
2007/08	19,522
2008/09	13,841
2009/10	12,703
2010/11	10,502
2011/12	10,102
2012/13	11,664
2013/14	14,190
2014/15	11,775
2015/16	13,138
2016/17	13,508
2017/18	16,285
2018/19	19,646
2019/20	12,320
2020/21	10,990
2021/22	13,581
Total	234,924

Note: *Includes addresses with graffiti consent forms on file

Source: Police Department, Neighborhood Services Division, November 2022.

Housing Affordability

Housing is classified as “affordable” if households do not pay more than 30 percent of income for payment of rent (including a monthly allowance for water, gas, and electricity) or monthly homeownership costs (including mortgage payments, taxes, and insurance). State law (California Government Code Section 65583(a)(2)) requires “an analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition.” Identifying and evaluating existing housing needs are a critical component of the housing element. This requires comparison of resident incomes with the local cost of housing. The analysis helps local governments identify existing housing conditions that require addressing and households with housing cost burdens or unmet housing needs. This section includes an analysis of housing cost burden, ability to pay for housing, and the cost of housing.

The data in this section uses HUD’s Comprehensive Housing Affordability Strategy (CHAS) database. Income groups are shown in the CHAS tabulation based on the HUD-adjusted area median family income (AMI).

Housing Cost Burdens

This section provides an analysis of the proportion of households “overpaying for housing.” An “excessive cost burden” is defined by HUD as gross housing costs exceeding 30 percent of gross monthly income. A “severe cost burden” is defined as gross housing costs exceeding 50 percent of gross monthly income.

Income groups are based on the HUD-adjusted AMI. The AMI is based on the Stockton Metropolitan Statistical Area (MSA), encompassing all of San Joaquin County. In 1974, Congress defined “low income” and “very low income” for HUD rental programs as incomes not exceeding 80 and 50 percent, respectively, of the AMI, as adjusted by HUD.¹

Table HE-24 shows the CHAS special tabulation data from the 2014-2018 ACS regarding the percentage of households with an excessive housing cost burden

¹ Statutory adjustments now include upper and lower caps for areas with low or high ratios of housing costs to income and, for each non-metropolitan county, a lower cap equal to its state’s non-metropolitan average. Estimates of the median family income and the official income cutoffs for each metropolitan area and non-metropolitan county are based on the most recent Decennial Census results and updated each year by HUD. Each base income cutoff is assumed to apply to a household of four, and official cutoffs are further adjusted by household size.

(greater than 30 percent) and severe cost burden (greater than 50 percent) by income group and tenure for Stockton, San Joaquin County, and California.

As shown in **Table HE-24**, 41.8 percent of all households in Stockton had an excessive housing cost burden in 2018. This rate is slightly higher than countywide (37.2 percent) and in California (39.5 percent). In Stockton, 21.0 percent of households had a severe housing cost burden in 2018 compared to 17.5 percent and 19.0 percent for San Joaquin County and California, respectively. As would be expected, housing cost burdens were more severe for households with lower incomes. Among lower-income households in Stockton (incomes less than or equal to 80 percent of the AMI), 75.0 percent of households had an excessive housing cost burden in 2018 compared to 15.8 percent of non-lower-income households. This rate of housing cost burden for lower-income households is slightly higher in Stockton than in San Joaquin County (72.0 percent) and California (70.0

percent). This data points to the need for more affordable housing units in Stockton to meet the needs of lower-income households.

Rates of housing cost burden were greater among low-income renter households than among low-income owner households for Stockton, San Joaquin County, and California. However, for non-lower-income renter households, rates of housing cost burden were lower than those of non-lower-income owner-occupied households. This trend was common across the city, county, and state. In Stockton, 79.4 percent of low-income renter households paid 30 percent or more of their monthly incomes for housing costs in 2018, compared to 63.5 percent of low-income owner households. Among moderate- and above moderate-income households, the percentage of owner households with excessive housing cost burdens was slightly higher than renter households (15.8 percent compared to 15.7 percent).

Table HE-24: Housing Cost Burden by Household Income Classification
Stockton, San Joaquin County, and California, 2014-2018

		STOCKTON			SAN JOAQUIN COUNTY			CALIFORNIA		
		OWNERS	RENTERS	TOTAL	OWNERS	RENTERS	TOTAL	OWNERS	RENTERS	TOTAL
Household Income <= 80% MFI (Low-Income Households)										
Total Households		11,510	30,315	41,825	28,970	54,595	83,565	2,008,045	3,387,335	5,395,380
Cost Burdened >30%	Number	7,305	24,080	31,385	17,935	42,250	60,185	1,222,400	2,556,085	3,778,485
	Percent	63.5%	79.4%	75.0%	61.9%	77.4%	72.0%	60.9%	75.5%	70.0%
Severely Cost Burdened >50%	Number	4,705	14,105	18,810	11,395	24,815	36,210	761,685	1,510,795	2,272,480
	Percent	40.9%	46.5%	45.0%	39.3%	45.5%	43.3%	37.9%	44.6%	42.1%
Household Income > 80% MFI (Moderate- and Above Moderate-Income Households)										
Total Households		33,720	19,645	53,365	97,130	46,035	143,165	5,077,390	2,492,665	7,570,055
Cost Burdened >30%	Number	5,325	3,090	8,415	15,995	8,195	24,190	916,480	419,965	1,336,445
	Percent	15.8%	15.7%	15.8%	16.5%	17.8%	16.9%	18.1%	16.8%	17.65%
Severely Cost Burdened >50%	Number	920	265	1,185	2,615	835	3,450	161,640	34,230	195,870
	Percent	2.7%	1.3%	2.2%	2.7%	1.8%	2.4%	3.2%	1.4%	2.6%
Total Households										
Total Households		45,230	49,960	95,190	126,100	100,630	226,730	7,085,435	5,880,000	12,965,435
Cost Burdened >30%	Number	12,630	27,170	39,800	33,930	50,445	84,375	2,138,880	2,976,050	5,114,930
	Percent	27.9%	54.4%	41.8%	26.9%	50.1%	37.2%	30.2%	50.6%	39.5%
Severely Cost Burdened >50%	Number	5,625	14,370	19,995	14,010	25,650	39,660	923,325	1,545,025	2,468,350
	Percent	12.4%	28.8%	21.0%	11.1%	25.5%	17.5%	13.0%	26.3%	19.0%

Source: Stockton Data Packet, 2022 -- CHAS (2014-2018).

Housing Cost and Affordability

Housing affordability can be inferred by comparing the cost of renting or owning a home in Stockton with the presumed maximum affordable housing costs for households at different income levels. This information can provide a picture of who can afford what size and type of housing. It can also indicate the type of households that would likely experience overcrowding or overpayment.

Housing affordability is based on AMI. According to HCD, the AMI for a four-person household in the San Joaquin County was \$85,000 in 2022. Income limits for larger or smaller households were higher or lower, respectively, and are calculated using a formula developed by HCD (see **Table HE-25**).

The following section compares the cost limits for affordable owner and rental housing by income limit as defined by the California Health and Safety Code.² The State income limits are used in affordable housing programs and projects. Because above moderate-income households do not generally have problems locating affordable units, affordable housing is usually defined as units that are reasonably priced for low- and moderate-income households. The following list shows the definition of housing income limits.

- **Extremely Low-Income Household** is one whose combined income is between the floor set at the minimum Supplemental Security Income (SSI)

and 30 percent of the AMI. A household of four is considered to be extremely low-income in Stockton if its combined income is \$27,750 or less for the year 2022.

- **Very Low-Income Household** is one whose combined income is at or between 31 and 50 percent of the AMI. A household of four is considered to be very low-income in Stockton if its combined income is between \$27,751 and \$41,400 for the year 2022.
- **Low-Income Household** is one whose combined income is at or between 50 and 80 percent of the AMI. A household of four is considered to be low-income in Stockton if its combined income is between \$41,401 and \$62,200 for the year 2022.
- **Moderate-Income Household** is one whose combined income is at or between 81 and 120 percent of the AMI. A household of four is considered to be moderate-income in Stockton if its combined income is between \$62,201 and \$102,000 for the year 2022.
- **Above Moderate-Income Household** is one that whose combined income is above 120 percent of the AMI. A household of four is considered to be above moderate-income in Stockton if its combined income exceeds \$102,001 for the year 2022.

Table HE-25: HCD Household Income Limits
San Joaquin County, 2022

INCOME CATEGORIES	PERSONS PER HOUSEHOLD				
	1	2	3	4	5
<i>Acutely Low (>30%)</i>	\$8,950	\$10,200	\$11,500	\$12,750	\$13,750
<i>Extremely Low-Income (30%)</i>	\$17,400	\$19,900	\$23,030	\$27,750	\$32,470
<i>Very Low-Income (50%)</i>	\$29,000	\$33,150	\$37,300	\$41,400	\$44,750
<i>Low-Income (80%)</i>	\$46,350	\$53,000	\$59,600	\$66,200	\$71,500
<i>Median-Income (100%)</i>	\$59,500	\$68,000	\$76,500	\$85,000	\$91,800
<i>Moderate-Income (120%)</i>	\$71,400	\$81,600	\$91,800	\$102,000	\$110,150

Source: HCD Memorandum: May 13, 2022, <https://www.hcd.ca.gov/docs/grants-and-funding/inc2k22.pdf>

² Health and Safety Code Section 50052.5 establishes affordable housing cost, and Section 50053 establishes affordable rents.

Table HE-26 shows the 2022 HCD-defined household income limits for extremely low-, very low-, low-, and moderate-income households in the Stockton MSA by the number of persons in the household. It also shows maximum affordable monthly rents and maximum affordable purchase prices for homes. For example, a

three-person household was classified as low-income (80 percent of median) with an annual income of up to \$59,600 in 2022. A household with this income could afford to pay a monthly gross rent (not including utilities) of up to \$1,490 or could afford to purchase a house priced at or below \$243,455.

Table HE-26: Ability to Pay for Housing based on HCD Income Limits¹
San Joaquin County, 2022

NUMBER OF PERSONS	1	2	3	4	5
Extremely Low-Income Households at 30% of 2022 Area Median Income					
Income Level	\$17,400	\$19,900	\$23,030	\$27,750	\$32,470
Max. Monthly Gross Rent ²	\$435	\$498	\$576	\$694	\$812
Max. Purchase Price ³	\$71,076	\$81,288	\$94,073	\$113,354	\$132,634
Very Low-Income Households at 50% of 2022 Area Median Income					
Income Level	\$29,000	\$33,150	\$37,300	\$41,400	\$44,750
Max. Monthly Gross Rent ²	\$725	\$829	\$933	\$1,035	\$1,119
Max. Purchase Price ³	\$118,460	\$135,412	\$152,364	\$169,111	\$182,795
Low-Income Households at 80% of 2022 Area Median Income					
Income Level	\$46,350	\$53,000	\$59,600	\$66,200	\$71,500
Max. Monthly Gross Rent ²	\$1,159	\$1,325	\$1,490	\$1,655	\$1,788
Max. Purchase Price ³	\$189,331	\$216,495	\$243,455	\$270,415	\$292,064
Median-Income Households at 100% of 2022 Area Median Income					
Income Level	\$59,500	\$68,000	\$76,500	\$85,000	\$91,800
Max. Monthly Gross Rent ²	\$1,488	\$1,700	\$1,913	\$2,125	\$2,295
Max. Purchase Price ³	\$243,046	\$277,767	\$312,488	\$347,209	\$374,986
Moderate-Income Households at 120% of 2022 Area Median Income					
Income Level	\$71,400	\$81,600	\$91,800	\$102,000	\$110,150
Max. Monthly Gross Rent ²	\$1,785	\$2,040	\$2,295	\$2,550	\$2,754
Max. Purchase Price ³	\$291,656	\$333,321	\$374,986	\$416,651	\$449,942

¹ Incomes based on HCD's 2022 San Joaquin County Median Family Income for four persons: \$85,000.

² Assumes that 30 percent of income is available for either: monthly rent, including utilities; or mortgage payment, taxes, mortgage insurance, and homeowners' insurance.

³ Affordability estimates do not include utility costs.

Notes: Total affordable mortgage based on a 5 percent down payment, an annual 6.25 percent interest rate, 30-year mortgage, and monthly payment equal to 30 percent of income.

Source: HCD Memorandum: May 13, 2022, <https://www.hcd.ca.gov/docs/grants-and-funding/inc2k22.pdf>

Table HE-27 shows HUD-defined fair market rent levels (FMR) for the Stockton MSA for 2022. In general, the FMR for an area is the amount that would be needed to pay the gross rent (shelter rent plus utilities) of privately owned, decent, safe, and sanitary rental housing of a modest (non-luxury) nature with suitable amenities. FMRs are housing market-wide estimates of rents that provide opportunities to rent standard quality housing throughout the geographic area in which rental housing units are in

competition. The rents are drawn from the distribution of rents of all units that are occupied by recent movers. Adjustments are made to exclude public housing units, newly built units, and substandard units.

HUD uses FMRs for a variety of purposes: FMRs determine the eligibility of rental housing units for the Section 8 Housing Assistance Payments program; Section 8 Rental Certificate program participants cannot rent

units whose rents exceed the FMRs; and FMRs also serve as the payment standard used to calculate subsidies under the Rental Voucher program.

Comparing the current FMR levels to **Table HE-27**, a three-person household classified as low-income (between 51 and 80 percent of median) with an annual income of up to \$59,600 could afford to pay \$1,490 monthly gross rent (not including utilities). The 2022 FMR for a two-bedroom unit is \$1,137 which is affordable to the household, assuming such a unit was available in Stockton. However, a three-person very low-income household (\$37,300) could afford to pay only \$933, which is below the 2022 FMR amount.

Since the FMR levels apply to the entire Stockton MSA (i.e., San Joaquin County) residents of communities with higher rental rates are likely to find that there is a limited supply of rental units at the regional FMR levels. The lack of affordability would be even worse for the very low-income household mentioned previously if the household has to spend more than the FMR amount to rent a unit in Stockton.

**Table HE-27: HUD Fair Market Rent
Stockton MSA, 2022**

BEDROOMS IN UNIT	2020 FMR
Studio	\$899
1 Bedroom	\$904
2 Bedrooms	\$1,137
3 Bedrooms	\$1,607
4 Bedrooms	\$1,847

Source: U.S. Department of Housing and Urban Development (HUD)
User Data: 2022 FY FMR Geography Summary for San Joaquin County, California, 2022

Table HE-28: Median Home Value

	CITY OF STOCKTON	SAN JOAQUIN COUNTY	CITY % OF COUNTY	CALIFORNIA	CITY % OF STATE
Median Value (Dollars)	\$298,200	\$367,900	81.1%	\$538,500	55.4%

Source: U.S. Census Bureau, ACS 2016-2020 (5-year Estimates), Table B25077

Table HE-29: Median Housing Value Over Time (Owner-Occupied)

	1980	1990	2000	2010	2020
Median Value (Dollars) of Owner Occupied Homes	\$55,500	\$106,700	\$117,500	\$276,600	\$298,200
Percentage Change		92.3%	10.1%	135.4%	7.8%

Source: U.S. Census Bureau, Census 1980(ORG STF1), 1990(STF3), 2000(SF3); ACS 2006-2010, 2016-2020 (5-year Estimates), Table B25077

Housing Values and Median Sales Price

Table HE-28 shows the median home values according to 2016-2020 ACS, adjusted for inflation. The median home value in Stockton was lower than the county and state. The median home value in Stockton was 81.1 percent of the San Joaquin County median home value, and 55.4 percent of the state median home value.

Table HE-29 shows the median home value in Stockton in 1980, 1990, 2000, 2010, and 2020. The median home value in Stockton increased most dramatically between 1980 and 1990 (92.3 percent and between 2000 and 2010 (135.4 percent). In contrast, median home value grew more slowly between 1990 and 2000 (10.1 percent) and between 2010 and 2020 (7.8 percent).

According to Redfin, as of November 2022, the median sales price in Stockton was \$420,000 for all home types.

Rental Costs

Table HE-30 contains data on an apartment rental survey conducted in October 2022 provided by Zillow. The average rent for a three-bedroom, the most common unit size in Stockton according to the rent survey, requires an annual household income of approximately \$102,000 to cover the \$2,357 monthly rent. Based on the HCD income limits, the average apartment is affordable to a moderate-income household of four or five persons (120 percent of the AMI).

Additionally, Zillow provides data on average median rent for all home types. According to Zillow, the median rent for apartments and condos in the rental market in Stockton is \$1,483 with 97 available rentals as of October 12, 2022. The price range for apartments is between \$1, 850 and \$2,437. Stockton's median rent was 26.0 percent lower than the median rent in the neighboring city of Lodi. The data demonstrates that Stockton may have units affordable to lower-income households; however, may need more rental housing, particularly housing affordable to extremely low-income and very low-income households.

Table HE-30: Average Rental Rates
Stockton, October 2022

UNIT SIZE	2022
Studio	\$1,183
1-Bedroom	\$1,338
2-Bedroom	\$1,615
3-Bedroom	\$2,357
4- Bedroom	\$2,624
Average	\$1,823

Source: Zillow, October 2022.

SPECIAL HOUSING NEEDS

Within the general population of Stockton, there are several groups of people who have special housing needs. These needs can make it difficult for members of these groups to locate suitable housing. The following subsections discuss the special housing needs of six groups identified in State housing element law: the elderly; persons with disabilities, including developmental disabilities; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. In addition to these six groups, the section also discusses the housing needs of extremely low-income households and persons living with AIDS and related diseases. Where possible, estimates of the population or number of households in Stockton belonging to each group are shown.

SENIOR HOUSEHOLDS

Seniors are defined as persons 65 years and older, while senior households are those households headed by a person 65 years and older. Seniors often face unique housing problems. While many may own their homes

outright, fixed retirement incomes may not always be adequate to cover rising utility rates and insurance. Also, many elderly homeowners do not have sufficient savings to finance the necessary repair costs. This is a situation commonly described as "house-rich and cash-poor."

Table HE-31 shows information on the number of seniors, the number of senior households, and senior households by housing tenure in Stockton, San Joaquin County, and California in 2020. Seniors represented 6.6 percent of the population in Stockton in 2020, compared to 6.9 percent of the population countywide, and 8.1 percent of the population in California. Because of smaller household sizes, senior households as a percentage of all households, is higher. Senior households represented 21.6 percent of all households in Stockton, 22.5 percent countywide, and 24.4 percent in California. Senior households have a high homeownership rate; 68.0 percent of senior households in Stockton, 74.4 percent of senior households in San Joaquin County, and 73.2 percent of senior households in California were owner-occupied in 2020. Senior households represented 29.5 percent of all owner-occupied households in Stockton and 13.8 percent of all renter households.

While some seniors may prefer to live in single-family detached homes, others desire a smaller, more affordable home with less upkeep, such as condos, townhouses, apartments, or mobile homes. In general, most senior households consist of a single elderly person living alone, or a couple. Housing developments for senior households should contain greater proportions of smaller housing units than projects intended for the general population.

Some seniors have the physical and financial ability to continue driving well into their retirement; however, those who cannot or choose not to drive must rely on alternative forms of transportation. This includes not only bus routes, rail lines, and ride-sharing programs, but also safe, walkable neighborhoods. To accommodate transit access in senior housing, it must be located near transit centers, and in neighborhoods that cater to pedestrians by providing well-lit, wide, shaded sidewalks, clearly marked crosswalks, and longer walk signals at intersections.

Table HE-31: Senior Populations and Households
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Population						
TOTAL POPULATION	311,103	-	751,615	-	39,346,023	-
Total Persons 65 years and older	20,606	6.6%	51,927	6.9%	3,198,850	8.1%
Households						
TOTAL HOUSEHOLDS	95,236	100.0%	231,092	100.0%	13,103,114	100.0%
Owner	47,481	49.9%	133,381	57.7%	7,241,318	55.3%
Renter	47,755	50.1%	97,711	42.3%	5,861,796	44.7%
Senior-Headed Households	20,606	100.0%	51,927	100.0%	3,198,850	100.0%
Owner	14,012	68.0%	38,627	74.4%	2,340,689	73.2%
Renter	6,594	32.0%	13,300	25.6%	858,161	26.8%
Seniors as % of all Households	-	21.6%	-	22.5%	-	24.4%
% of Owner households	-	29.5%	-	29.0%	-	32.3%
headed by a senior	-	29.5%	-	29.0%	-	32.3%
% of Renter households	-	13.8%	-	13.6%	-	14.6%
headed by a senior	-	13.8%	-	13.6%	-	14.6%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

As shown in **Table HE-32**, senior households tend to have lower incomes, as compared with all households throughout California, including in San Joaquin County and Stockton. Senior households earning less than \$25,000 comprise 29.6 percent of all households in Stockton, 26.3 percent of all households countywide, and 24.0 percent of all households statewide.

Table HE-32: Senior Household Income Distribution
Stockton, San Joaquin County, and California, 2020

INCOME	STOCKTON				SAN JOAQUIN COUNTY				CALIFORNIA			
	SENIOR HOUSEHOLDS		ALL HOUSEHOLDS		SENIOR HOUSEHOLDS		ALL HOUSEHOLDS		SENIOR HOUSEHOLDS		ALL HOUSEHOLDS	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Less than \$25,000	6,102	29.6%	19,539	20.5%	13,667	26.3%	38,609	16.7%	767,317	24.0%	2,031,760	15.5%
\$25,000-\$39,999	3,259	15.8%	13,928	14.6%	7,516	14.5%	28,083	12.2%	436,153	13.6%	1,369,810	10.5%
\$40,000-\$59,999	3,133	15.2%	15,467	16.2%	8,868	17.1%	34,620	15.0%	456,669	14.3%	1,720,812	13.1%
\$60,000-\$99,999	3,947	19.2%	21,835	22.9%	10,525	20.3%	53,415	23.1%	635,254	19.9%	2,779,019	21.2%
\$100,000 or more	4,165	20.2%	24,467	25.7%	11,351	21.9%	76,365	33.0%	903,457	28.2%	5,201,713	39.7%
Total	20,606	100.0%	95,236	100%	51,927	100.0%	231,092	100%	3,198,850	100.0%	13,103,114	100%

Source: U.S. Census Bureau, ACS16-20 (5-year Estimates), Table B19037

PERSONS WITH DISABILITIES

Table HE-33 shows information from the 2020 ACS 5-Year Estimates (2016-2020) on the disability status and types of disabilities by age group for persons five years and older in Stockton, San Joaquin County, and California. As shown in the table, 14.6 percent of the total population in Stockton five years and older had one or more disabilities in 2020, compared 13.3 percent countywide, and 8.0 percent in California. In terms of the three age groups shown in the table, 5.3 percent of the city's population 5 to 17 years of age, 12.5 percent of the population 18 to 64 years of age, and 40.7 percent of seniors (65 years and older) had one or more disabilities in 2020. The percentage of individuals with a

disability is higher for all three age groups in Stockton compared to San Joaquin County and California.

Table HE-33 also provides information on the nature of these disabilities. The total number of disabilities shown for all age groups in Stockton (85,544) exceeds the number of persons with disabilities (41,707) because a person can have more than one disability. Among school-age children, the most frequent disability was cognitive (48.6 percent). For persons ages 18 to 64 years, the most frequent disabilities were ambulatory (27.4 percent), cognitive (23.2 percent), and independent living (20.8 percent). Finally, for seniors, ambulatory and independent living disabilities were the most frequent (29.2 and 21.6 percent, respectively).

Table HE-33: Disability Status and Types of Disabilities by Age Group, Persons Five Years and Older
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Population 5 to 17 years						
Persons age 5 to 17 years	63,462	-	150,947	-	6,534,036	
Persons age 5 to 17 years with a disability	3,377	5.3%	6,768	4.5%	289,883	4.4%
Total disabilities tallied	4,628	100.00%	9,008	100.0%	407,003	100.0%
Hearing	343	7.4%	582	6.5%	33,872	8.3%
Vision	555	12.0%	925	10.3%	51,363	12.6%
Cognitive	2,250	48.6%	4,823	53.5%	215,338	52.9%
Ambulatory	597	12.9%	1,024	11.4%	35,249	8.7%
Self-Care	883	19.1%	1,654	18.4%	71,181	17.5%
Population 18 to 64 years						
Persons age 18 to 64 years	185,547	-	444,781	-	27,586,271	
Persons age 18 to 64 years with a disability	23,155	12.5%	48,181	10.8%	1,944,580	7.0%
Total disabilities tallied	44,809	100.0%	90,284	100.0%	3,525,445	100.0%
Hearing	3,348	7.5%	8,351	9.2%	356,388	10.1%
Vision	4,879	10.9%	9,751	10.8%	374,002	10.6%
Cognitive	10,398	23.2%	20,549	22.8%	844,846	24.0%
Ambulatory	12,287	27.4%	23,972	26.6%	855,712	24.3%
Self-Care	4,581	10.2%	8,956	9.9%	360,887	10.2%
Independent Living	9,316	20.8%	18,705	20.7%	733,610	20.8%

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Population 65 years and over						
Persons 65 years and over	37,277	-	92,839	-	5,548,424	-
Persons 65 years and over with a disability	15,175	40.7%	36,490	39.3%	920,600	16.6%
Total disabilities tallied	36,107	100.0%	82,261	100.0%	4,294,971	100.0%
Hearing	5,663	15.7%	14,391	17.5%	744,976	17.3%
Vision	3,235	9.0%	6,628	8.1%	343,295	8.0%
Cognitive	4,899	13.6%	9,967	12.1%	525,785	12.2%
Ambulatory	10,558	29.2%	25,007	30.4%	1,227,804	28.6%
Self-Care	3,943	10.9%	9,289	11.3%	532,511	12.4%
Independent Living	7,809	21.6%	16,979	20.6%	920,600	21.4%
Total Population 5 years and over						
Persons 5 years and over	286,286	-	688,567	-	39,668,731	-
Persons 5 years and over with a disability	41,707	14.6%	91,439	13.3%	3,155,063	8.0%
Total disabilities tallied	85,544	100.0%	181,553	100.9%	8,298,600	100.0%
Hearing	9,354	10.9%	23,324	12.8%	1,135,236	13.7%
Vision	8,669	10.1%	17,304	9.5%	768,660	9.3%
Cognitive	17,547	20.5%	35,339	19.5%	1,585,969	19.1%
Ambulatory	23,442	27.4%	50,003	27.5%	2,118,765	25.5%
Self-Care	9,407	11.0%	19,899	11.0%	964,579	11.6%
Independent Living	17,125	20.0%	37,338	20.6%	1,725,391	20.8%

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020).

Persons with disabilities in Stockton have different housing needs depending on the nature and severity of the disability. Physically disabled persons generally require modifications to their homes such as wheelchair ramps, elevators, wide doorways, and modified fixtures and appliances. If a disability prevents a person from driving, then access to public transportation is particularly important. If a disability prevents an individual from working or limits income, then the cost of housing and the costs of modifications are likely to be even more challenging. Those individuals with severe physical or mental disabilities may also require supportive housing, nursing facilities, or care facilities. In addition, many persons with disabilities rely solely on Social Security Income, which is insufficient for market-rate housing.

The City of Stockton has adopted the 2022 California Existing Building Code, including Title 24 regulations dealing with accessibility for persons with disabilities.

Newer housing shall meet minimum standards for access for persons with disabilities. One of the key needs for persons with disabilities is assistance in retrofitting older homes.

Persons with Developmental Disabilities

According to Section 4512 of the Welfare and Institutions Code, “developmental disability” means a disability that originates before an individual attains 18 years of age, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. It includes intellectual disabilities, cerebral palsy, epilepsy, and autism. This term also includes disabling conditions found to be closely related to intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities but does not include other conditions that are solely physical in nature. Many developmentally disabled persons can live and work independently within a conventional housing

environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult. As described above, people living with a developmental disability can live in various types of housing, and often face a lack of truly integrated, community-based options. Such options include:

- Rent-subsidized affordable housing, with services if necessary, accessible, close to transit and community.
- Housing Choice Voucher with housing navigation supports. Few regional centers contract with housing navigators – but people with specialized training to help place individuals in housing can be critical.

Overall, individuals with developmental disabilities should have choice to live in the most integrated, non-segregated settings possible. While substantially less preferable, the following may also be appropriate: Licensed and unlicensed modified single Family homes or housing specially modified for the medically fragile (SB 962 Homes).

According to the California Department of Developmental Services, as of April 2022, the Valley Mountain Regional Center served 16,443 residents with developmental disabilities in the region and 5,387 residents in Stockton. Of the total in the region, 54.7 percent of disabled persons are under the age of 18, and 45.3 percent are 18 or older (**Table HE-34**). A significant number of developmentally disabled Stockton residents receiving services from the Valley Mountain Regional Center lived in group home facilities (10.2 percent of adults). Most developmentally disabled individuals lived at home (76.8 percent). Many developmentally disabled persons are able to live and work independently. However, more severely disabled individuals require a group living environment with supervision, or an institutional environment with medical attention and physical therapy. Because developmental disabilities exist before adulthood, the first housing issue for the

developmentally disabled is the transition from living with a parent/guardian as a child to an appropriate level of independence as an adult.

Table HE-34: Developmental Disability by Age Group
Stockton¹, April 2022

AGE GROUP	NUMBER	PERCENTAGE
00-17 years	2,946	54.7%
18 years	2441	45.3%
Total	5,387	100.00%

Source: California Department of Developmental Services, April 2022.

LARGE FAMILIES/HOUSEHOLDS

HUD defines a large household or family as consisting of five or more members. The most critical housing need of large families is access to larger housing units with more bedrooms than a standard two- or three-bedroom dwelling. Multifamily rental housing units typically provide one or two bedrooms and not the three or more bedrooms that are required by large families. As a result, the large families that are unable to rent single-family homes may be overcrowded in smaller units. In general, housing for families should provide safe outdoor play areas for children and should be located to provide convenient access to schools and childcare facilities.

Table HE-35 shows the number and share of large households in Stockton, San Joaquin County, and California in 2020. As shown in the table, 20.5 percent of all households in Stockton had five or more persons. Large households made up 20.5 percent of all owner-occupied households and 21.8 percent of all renter households in Stockton in 2020. The percentage of large households among all households in Stockton was larger than the percentages countywide (19.6 percent) and in California (13.8 percent).

Table HE-35: Large Households
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
Owner-Occupied						
Less than 5 Persons	37,768	79.5%	108,541	81.4%	6,239,598	86.2%
5+ Persons	9,713	20.5%	24,840	18.6%	1,001,720	13.8%
TOTAL	47,481	100.0%	133,381	100.0%	7,241,318	100.0%
Renter-Occupied						
Less than 5 Persons	37,323	78.2%	77,230	79.0%	5,053,998	86.2%
5+ Persons	10,432	21.8%	20,481	21.0%	807,798	13.8%
TOTAL	47,755	100.0%	97,711	100.0%	5,861,796	100.0%
All Households						
Less than 5 Persons	75,091	78.8%	185,771	80.4%	100.0%	86.2%
5+ Persons	20,145	21.2%	45,321	19.6%	1,809,518	13.8%
TOTAL	95,236	100.0%	231,092	100.0%	13,103,114	

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

FEMALE-HEADED HOUSEHOLDS

Table HE-36 compares the number of female-headed households with children and poverty rates in Stockton, San Joaquin County, and California in 2020. Stockton has a greater proportion of single female-headed households with children under the age of 18 (8.1

percent of all households) compared to countywide (5.8 percent) and statewide (4.7 percent). Among all households below the poverty level, female-headed households account for a greater proportion in Stockton (28.9 percent) in comparison to San Joaquin County as a whole (25.6 percent) and California (21.5 percent).

Table HE-36: Female-Headed Households
Stockton, San Joaquin County, and California, 2020

	STOCKTON		SAN JOAQUIN COUNTY		CALIFORNIA	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
Householder Type						
Total Households	95,236	100.00%	231,092	100.00%	13,103,114	100.00%
Female-Headed Households	28,814	30.3%	58,087	25.14%	3,430,426	26.2%
Female-Headed Households with Children <18 Years	7,715	8.1%	13,427	5.8%	615,734	4.7%
Poverty Status						
Total Households Below Poverty Level	9,432	13.7%	18,652	10.8%	806,599	9.0%
Female-Headed Households Below Poverty Level	5,239	28.9%	8,916	25.6%	364,236	21.5%

Source: Stockton Data Packet, 2022 -- U.S. Census Bureau, American Community Survey 5-Year Estimates (2016-2020)

Female-headed households generally have lower incomes because there is only one potential wage earner. Individuals in this special-needs group often have more difficulties finding adequate, affordable housing than families with two adults. Female-headed households with small children may need to pay for childcare, which further reduces disposable income. This special-needs group will benefit generally from expanded affordable housing opportunities. More specifically, the need for dependent care also makes it important that housing for single-headed families be located near childcare facilities, schools, youth services, and medical facilities.

FARMWORKERS

Farmworkers are an essential component of Stockton's economy. Determining the number of farmworkers in a region is difficult due to the variability of the definitions used by government agencies and other characteristics of the farming industry, such as seasonal workers who migrate from place to place. The 2016-2020 ACS estimates that 5,010 residents within the City of Stockton work in agriculture, forestry, fishing and hunting, or mining. A source of information on the number of families with school-age children is the San Joaquin County Office of Education (SJOE). According to the SJOE Department of Migrant Education, as of 2023, there are 885 migrant students in Stockton. However, not all farmworkers in Stockton have school-age children, and not all school-age children from migrant farmworker families are enrolled in the migrant education program.

Another source is the U.S. Census of Agriculture, which is conducted every five years and gives the most recent estimate on the number and type of farmworkers in San Joaquin County. The most recent U.S. Census of Agriculture data is from 2017. The Census has shown changes in the farmworker population over time. In 2012, 24,872 farmworkers were employed in the county. In 2017, 19,741 farmworkers worked in San Joaquin County, which is a significant decrease from 2012. The Agriculture census counted 1,707 farms countywide. Countywide, as of 2017 the majority of farmworkers were seasonal, with 59.5 percent of farmworkers working less than 150 days per year. The remaining 40.5 percent were permanent farmworkers that worked 150 or more days each year. Housing conditions for migrant farmworkers are substantially different from the housing conditions of permanent residents employed full-time or

part-time in agriculture. Since migrant farmworkers frequently move locations, they are typically renters. The Community and Labor Center at UC Merced published a report in 2022 titled "Farmworker Health in California" (FWHS). Several farmworker affiliated organizations across Central California participated in this survey. According to the report, 92 percent of the participants rented and resided in single-family homes (55 percent) and about one third of participants lived in apartments (31 percent).

Additionally, migrant farmworkers earn a low income. This forces the farmworking community to compete for the lowest-cost housing, which is typically substandard. According to the FWHS report, farmworkers generally experience substandard housing that often require repairs or suffer from poor ventilation in older homes, apartments, mobile homes, motels, garages and other similar spaces, that put farmworkers at higher risk for respiratory illnesses. The report also discusses that 24 percent of surveyed farmworkers reported very bad "poor taste of water" and 13 percent reported "bad" taste of water. Additionally, 1 out of three farmworkers experienced difficulty keeping their home cool or warm. Lastly, more than 10 percent of surveyed farmworkers encountered mold, water damage and water leaks. Most rental units available to migrant farmworkers are small; however, most farmworking families are above average in size. To afford the high rents that result from low vacancy rates, particularly at the height of the migrant worker season in the county, migrant workers often share rooms and housing units. Surveyed farmworkers reported living in overcrowded households with one fourth of respondents (29 percent) reporting six or more persons per unit and more than half (55 percent) reporting two persons (including themselves) slept in their room. As a result, substandard housing, affordability and overcrowding are critical issues among this special-needs group. The San Joaquin County Housing Element contains numerous policies and programs to address the needs of farmworkers. A major policy approach in San Joaquin County is to encourage farmworker housing in the unincorporated county's agricultural zones. This reduces farmworkers' commute times, decreases transportation expenses, and provides more affordable housing options. While the City supports the efforts to provide farmworker housing, it is primarily the County's role to provide this housing. The City has included

Program 28 to continue to work with the County and via Program 17 will ensure the Development Code is up to date to allow employee housing including housing for farmworkers consistent with State law. In addition, Programs 11, 12, 16, 22, 23, and 30 commit to other actions to support developing new homes and rehabilitating existing homes for farmworkers, along with prioritizing outreach and programs for farmworkers.

The decline in grower-provided worker shelter resulted in the State government directing resources to farmworker housing through State-owned and local government-operated migrant labor camps. The Housing Authority of San Joaquin County operates three of these State-owned migrant camps totaling 220 units. This housing is available annually from May through the end of October. Day care centers are provided for farmworkers, as well as services from the Employment Development Department, the Social Security Administration, and education and health care services. During the off-season, one of the migrant camps in French Camp is also used as a cold weather overflow homeless shelter for families (from mid-December through mid-March).

PERSONS IN NEED OF EMERGENCY SHELTER

Homelessness is a continuing concern in California. Most families become homeless because they are unable to afford housing in a particular community. Nationwide, about half of those experiencing homelessness over the course of a year are single adults. Most enter and exit the system fairly quickly. The remainder essentially lives in the homeless assistance system, or in a combination of shelters, hospitals, on the streets, or in jails and prisons. There are also single homeless people who are not adults, including runaway and “throwaway” youth (children whose parents will not allow them to live at home).

The housing needs of homeless persons are more difficult to measure and assess than those of other population subgroups. Since these individuals have no permanent address, they are not likely to be counted in the Census.

The most recent information available on homeless individuals is a “point-in-time” (PIT) count that was conducted by the San Joaquin County Community

Development Department and the Central Valley Low Income Housing Corporation in late January 2022 (**Table HE-37**). The PIT count was conducted in the cities of Stockton, Tracy, Lodi, and Manteca because the majority of homeless services are provided in these larger cities.

The 2022 PIT count reports a total of 2,319 individuals experiencing homelessness in San Joaquin County – about an 18.0 percent increase from the 2015 PIT count. While the results suggest there has been an increase in the number of unsheltered homeless, the increase may also be a result of a more complete and rigorous unsheltered count. Of the total 2,319 individuals, 41.6 percent were sheltered, while 58.4 percent (1,355 persons) were unsheltered. Data collected for City of Stockton was more limited (only unsheltered persons were surveyed) but did include the figure for unsheltered individuals of 893 persons. In Stockton, a majority of the unsheltered persons were Caucasian (63%) with the second largest ethnic group of Black or African-American (25.5%). Most people had been homeless for one year or more (83%) and Stockton was the location they were first homeless (82%). Countywide, among the total homeless persons counted, 38.4 percent were unsheltered males and 19.8 percent were unsheltered females. The majority of persons counted were Caucasian (63.1 percent) and 24 years or older (81.7 percent). A total of 329 persons ages 18 years or younger were counted (14.2 percent). Adults with serious mental illness accounted for 24.5 percent of the total homeless persons counted. Chronically homeless persons made up 34.9 percent of the total. These figures demonstrate the typical demographics of a homeless individual in San Joaquin County is a single, Caucasian male age 24 years or older. The City relied on the Stockton [Local Homelessness Action Plan \(LHAP\)](#) and the region’s San Joaquin [Continuum of Care \(CoC\)](#) for data which rely on the Point in Time (PIT) metric based on U.S. Department of Housing and Urban Development (HUD) criteria for funding. Staff also contacted the following local homeless experts for what metric they use to calculate the homeless population in Stockton and the region.

- Melanie Estarziau, Stockton’s Homeless Strategic Initiatives Manager

Exhibit 1- 2023-2031 Housing Element

- Jon Mendelson, Executive Director Central Valley Low Income Housing Corporation (Local Homeless Provider)

While each representative indicated the 2022 PIT metric has some faults and that there are lots of different ways to calculate homeless populations (sheltered/unsheltered and city/county), they agreed that the 2022 PIT number

represented in the Housing Element was accurate with what their data shows for unsheltered homeless population in Stockton in a day. They both indicated there are lots of data sources and metrics in the area so it would not be difficult to select a different metric that would conflict with another.

Table HE-37: Homeless Population Survey

	SHELTERED		UNSHELTERED		TOTAL	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
City of Stockton						
Total Persons	Data not collected		893	-	893	-
Gender						
Female	Data not collected		-	35%	-	35%
Male	Data not collected		-	65%	-	65%
Gender Non-Conforming (i.e., not exclusively male or female)	Data not collected		-	0%	-	0%
Ethnicity						
Hispanic/Latino	Data not collected		-	31%	-	31%
Non-Hispanic/Latino	Data not collected		-	69%	-	69%
Race						
Caucasian	Data not collected		-	63%	-	63%
Black or African-American	Data not collected		-	25.5%	-	25.5%
Asian	Data not collected		-	3%	-	3%
American Indian or Alaska Native	Data not collected		-	2%	-	2%
Native Hawaiian or Other Pacific Islander	Data not collected		-	0.5%	-	0.5%
Multiple Races	Data not collected		-	6%	-	6%
Specified Age Groups						
18 to 24 years	Data not collected		-	2%	-	2%
Age 62 or older	Data not collected		-	10%	-	10%
Family Type/Other						
Substance Use Issue	Data not collected		-	33%	-	33%
Mental Health Issue	Data not collected		-	36%	-	36%
Veteran	Data not collected		-	6%	-	6%
Pet Owner	Data not collected		-	44%	-	44%
Medical Insurance	Data not collected		-	73%	-	73%
Income						
Cash Income	Data not collected		-	39%	-	39%
Non-Cash Benefits	Data not collected		-	53%	-	53%
Length of Time Homeless						
Less than 3 months	Data not collected		-	6%	-	6%
Less than 6 months	Data not collected		-	4%	-	4%
Less than a year	Data not collected		-	6%	-	6%

Exhibit 1- 2023-2031 Housing Element

	SHELTERED		UNSHELTERED		TOTAL	
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE
One year or more	Data not collected		-	83%	-	83%
Chronically Homeless	Data not collected		-	49%	-	49%
Location First Homeless						
This community	Data not collected		-	82%	-	82%
Other in San Joaquin County	Data not collected		-	5%	-	5%
Outside San Joaquin County	Data not collected		-	13%	-	13%
San Joaquin County						
Total Households and Persons						
Total Households	637	32.0%	1,355	68.0%	1,992	100.0%
TOTAL PERSONS	964	41.6%	1,355	58.4%	2,319	100.0%
Gender						
Female	432	18.6%	459	19.8%	891	38.4%
Male	530	22.9%	891	38.4%	1,421	61.3%
Gender Non-Conforming (i.e., not exclusively male or female)	1	0.0%	0	0.0%	0	0.1%
Ethnicity						
Hispanic/Latino	315	13.6%	411	17.7%	726	31.3%
Non- Hispanic/Latino	649	28.0%	944	40.7%	1,593	68.7%
Race						
Caucasian	533	23.0%	930	40.1%	1,463	63.1%
Black or African-American	248	10.7%	271	11.7%	519	22.4%
Asian	31	1.3%	35	1.5%	66	2.8%
American Indian or Alaska Native	26	1.1%	23	1.0%	49	2.1%
Native Hawaiian or Other Pacific Islander	19	0.8%	7	0.3%	26	1.1%
Multiple Races	107	4.6%	89	3.8%	196	8.5%
Age						
18 years or younger	328	14.1%	1	0.0%	329	14.2%
18 to 24 years	64	2.8%	32	1.4%	96	4.1%
24 years and older	572	24.7%	1,322	57.0%	1,894	81.7%
Family Type						
Persons in households with at least one adult and one child	487	21.0%	0	0.00%	487	21.0%
Persons in households with only children	2	0.1%	1	0.04%	3	0.1%
Persons in households without children	475	20.5%	1,354	58.4%	1,829	78.9%
Adults with Serious Mental Illness	118	5.1%	449	19.4%	567	24.5%
Substance Use Disorder	162	7.0%	440	19.0%	602	26.0%
Victims of Domestic Violence	22	0.9%	10	0.4%	32	1.4%
Persons with HIV/AIDS	1	0.0%	9	0.4%	10	0.4%
Veterans	1	0.0%	0	0.0%	1	0.0%
Chronically Homeless	153	6.6%	656	28.3%	809	34.9%

¹ These statistics are self-reported and are typically underreported.
Source: San Joaquin Continuum of Care PIT Count, June 2022.

The City of Stockton participates in the Continuum of Care (CoC), which is a comprehensive, three-fold approach, to meet the needs of the City's homeless. The first tier is emergency shelter and short-term housing, the second tier is transitional housing, and the third tier is permanent affordable housing. To address the problem of homelessness effectively, the City uses a comprehensive approach that combines these shelter and housing facilities with support services to address the needs of each of the sub-populations within the homeless population. Treatment of mental illness and substance abuse, counseling and protection for domestic violence victims, the provision of job training, and intensive case management are critical to reducing homelessness. The goal of a comprehensive homeless service system is to ensure that homeless individuals and families move from homelessness to self-sufficiency, permanent housing, and independent living.

In addition, the City works with San Joaquin County in administering the Shelter Plus Care Program to provide special supportive housing for persons with disabilities and for homeless individuals. City staff meets on a regular basis with staff of other local agencies to identify

local issues and discuss appropriate programming of services for homeless persons and those individuals with special needs. The Shelter Plus Care Program is designed to provide housing and supportive services on a long-term basis for homeless persons with disabilities, primarily those with serious mental illnesses, chronic problems with alcohol and/or drugs, AIDS, or related diseases who are living in places not intended for human habitation or in emergency shelters.

Overnight and Emergency Shelters

Table HE-38 summarizes overnight and emergency shelter facilities available in San Joaquin County, including Stockton, the bed capacity, and the characteristics of clients they serve. The majority of facilities serve unaccompanied males and females, adult couples without children, and single-parent and two-parent families. The Women's Center – Youth and Family Services (YFS) Safe House is the only shelter that specifically serves unaccompanied youth under 18. Stockton Shelter for the Homeless (SSH) and Gospel Center Rescue Mission (GCRM) have the greatest capacity at 357 and 240 beds, while the remaining shelters have an average capacity of 30 beds.

Table HE-38: Overnight and Emergency Facilities
San Joaquin County, 2022

FACILITY/PROVIDER	LOCATION	DESCRIPTION
Gospel Center Rescue Mission (GCRM)	Stockton	GCRM operates an emergency shelter for up to 100 homeless men, women, and children. GCRM also operates a Recuperative Care Program (RCP) that provides 24-hour shelter beds for people who are too well to be in the hospital, but too sick to recuperate on the streets. The RCP has up to 50 beds.
Stockton Shelter for the Homeless (SSH)	Stockton	SSH provides temporary shelter for single adults and families. The shelter can house up to 357 people in its two facilities and HOPW (Housing Opportunities for Persons with Aids) homes. The shelter assists clients in obtaining permanent housing.
Women's Center - Youth and Family Services, Safe House	Stockton	Safe House offers up to 21 days of shelter and supportive services for runaway, throwaway, and homeless youth ages 12-17. This facility can assist up to 10 youth at a given time plus their children.
Haven of Peace	French Camp	The Haven of Peace is a two-week shelter for women and their children with the capacity to house 35 individuals, including both adults and children. The shelter offers management, a variety of classes to residents such as life skills, parenting, budgeting, and computer classes. Residents are referred to other agencies for assistance with domestic violence, substance abuse, mental health, and other issues. There is a possibility of extending the stay for up to six months if residents work with their case manager and are reaching goals toward achieving self-sufficiency.
Hope Family Shelter	Manteca	The Hope Family Shelter can house 8 families. Food, clothing, utilities, and counseling are provided.
Raymus House (Hope Family Shelter)	Manteca	An emergency shelter that services up to 10 families consisting of women and children who have been displaced for up to 60-90 days. Women may bring their children, girls ages 0-18 and boys 0-12.
Hope Harbor Shelter	Lodi	Hope Harbor is the largest shelter in Lodi, which can accommodate women with children, men, and single-family units. It is also the only shelter in the area that can house single fathers with children. Clients may stay 56 nights per calendar year with an option for a 28-day extension should they enter into case management.

FACILITY/PROVIDER	LOCATION	DESCRIPTION
Lodi House	Lodi	<i>Lodi House is a shelter for women and their children. The facility houses approximately seven adults and their children.</i>
McHenry House	Tracy	<i>The McHenry House provides shelter and meals for single women, women with children, and couples, up to 18 people for a maximum stay of 15 days. The shelter typically serves seven families at a time.</i>
Women's Center - Family and Youth Services, Serenity House	Tracy	<i>Serenity House is an emergency shelter for battered women and their children. Serenity House offers a comprehensive 60-day program with the capacity to serve up to 12 women and their children at a given time.</i>

Source: PlaceWorks; contacted agency or facility, October 2022.

Transitional Housing

For many, transitional housing, long-term rental assistance, and/or greater availability of low-income rental units are also needed. Transitional housing is usually in buildings configured as rental housing developments but operate with State programs that require the unit to be cycled to other eligible program recipients after some predetermined amount of time. Supportive housing has no limit on length of stay and is linked to on-site or off-site services that assist the resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live well and work in the community.

Transitional housing programs provide extended shelter and supportive services for homeless individuals and/or families with the goal of helping them live independently and transition into permanent housing. Some programs require that the individual/family transition from a short-term emergency shelter. The length of stay varies considerably by program but is generally longer than two weeks and can last up to 60 days or more. In many cases, transitional housing programs will provide services for up to two years or more. The supportive services may be provided directly by the organization managing the housing or by other public or private agencies in a coordinated effort with the housing provider. Transitional housing/shelter is generally provided in apartment-style facilities with a higher degree of privacy than short-term homeless shelters, may be provided at no cost to the resident, and may be configured for specialized groups within the homeless population, such as people with substance abuse problems, mental illness, victims of domestic violence, veterans, or those with AIDS/HIV.

There are several transitional or supportive housing programs offered in San Joaquin County, mostly in the city of Stockton. As shown in **Table HE-39**, transitional and permanent supportive housing programs are being provided by Central Valley Low Income Housing Corporation (CVLIHC), New Directions, Women's Center – Youth and Family Services, Gospel Center Rescue Mission, Dignity's Alcove, Stockton Shelter for the Homeless, Lutheran Social Services, and HOPE Family Shelter.

Table HE-39: Transitional and Permanent Supportive Housing
San Joaquin County, 2022

FACILITY/PROVIDER	LOCATION	DESCRIPTION
Central Valley Low Income Housing Corporation (CVLIHC)	Stockton and various locations throughout the county	CVLIHC provides transitional housing for homeless families with children. CVLIHC operates a scattered site program throughout San Joaquin County with participants having the primary responsibility for the units where they live. The program provides 196 units. CVLIHC also provides permanent supportive housing to homeless individuals with a disability, and preference is given to those who are chronically homeless. Two of the sites can serve both individuals and households with children, and the other two can only serve single adults. Housing sites are scattered throughout San Joaquin County and provide a total of 356 units.
Dignity's Alcove	Stockton	Dignity's Alcove provides 24-month transitional and recovery housing for up to 47 homeless veterans at one time. The comprehensive program includes client assessment, case management, drug and alcohol education, communications training, and more.
Lodi House	Lodi	Lodi House has a transitional housing program for women and their children. The facility houses approximately seven adults and their children.
Gospel Center Rescue Mission (GCRM)	Stockton	GCRM provides the New Life Program (NLP), a residential addiction treatment program for men, women, and families at the Gospel Center Rescue Mission. There is a max capacity of 40 men and 200 women and children.
Lutheran Social Services' Project HOPE	Stockton	Lutheran Social Services' Project HOPE program provides permanent housing and supportive services to homeless emancipated foster youth. The program has capacity for 34 individuals and their children.
New Directions	Stockton	New Directions provides housing and supportive services for homeless adults who have an active substance abuse problem. New Directions has separate programs and facilities for men and women on the same campus. The total capacity is approximately 75 participants. New Directions provides 24 beds.
Stockton Shelter for the Homeless, Holman House	Stockton	Operated by the Stockton Homeless Shelter, the Holman House provides emergency shelter, transitional housing assistance, and supportive services for persons living with HIV/AIDS. Holman House has a max capacity of 10 beds.
Women's Center - Youth and Family Services, DAWN House	Stockton	DAWN House is a shelter for abused women and their children. This facility houses approximately 42 adults and children. The length of stay is normally 30 to 60 days.
Women's Center - Youth and Family Services, Opportunity House Transitional Living Program	Stockton	Opportunity House Transitional Living Program provides up to 21 months of shelter and supportive services to prepare runaway, throwaway, and homeless youth for independent living. The program serves youth ages 18-21 and emancipated youth ages 16-17 years old. The program can assist 8 people at a time.
HOPE Family Shelter	Manteca	Building HOPE provides transitional housing and services to homeless families. The project serves 8 families at a time. The families can live in the facility for up to 2 years while paying a fixed rent at 30 percent of family income and receiving employment assistance.
Town Center Studios	Stockton	Town Center Studios is 40 units of housing for persons who are chronically homeless.

Source: PlaceWorks; contacted agency or facility, October 2022

Summary of Emergency Shelter and Transitional/Permanent Supportive Housing Capacity

Table HE-40 summarizes homeless facilities in Stockton including bed capacity and the characteristics of clients they serve. The majority of facilities serve unaccompanied males and females, adult couples without children, and single-parent and two-parent families. Overall, the Stockton facilities listed in **Table HE-40** have the capacity for 1,172 persons at a given time.

Table HE-40: Emergency and Transitional/Permanent Supportive Shelter Provider Capacities
Stockton, 2022

FACILITY NAME	HOMELESS BENEFICIARIES	BED CAPACITY
Berkley Food and Housing Project	Adult Couples with Children	21
	Unaccompanied Females	
	Unaccompanied Males	
	Single Parent Families	
Catholic Charities	-	1
Children's Home	Unaccompanied Male Youth Under 18	12
	Unaccompanied Female Youth Under 18	
Central Valley Low Income Housing Corporation	Adult Couples without Children	552 ¹
	Single-Parent Families	
	Two-Parent Families	
	Unaccompanied Females Unaccompanied Males	
Dignity's Alcove	Unaccompanied Males	22
	Unaccompanied Females	
Gospel Center Rescue Mission	Unaccompanied Males	272
	Unaccompanied Females	
	Single-Parent Families	
Haven of Peace	Unaccompanied Females (with children)	35
Hope Ministries	Unaccompanied Females (with children)	126
	Adult Couples without Children	
Lodi House	Unaccompanied Females (with children)	36
Lutheran Social Services' Project HOPE	Single-Parent Youth	34 (plus their children)
	Unaccompanied Female Youth Under 18	
	Unaccompanied Male Youth Under 18	
New Directions	Unaccompanied Females	24
	Unaccompanied Males	
Manteca	-	50
Mary Magdalene	Single-Parent Families	11
	Adult Couples with Children	
	Unaccompanied Females	
McHenry House	Single-Parent Families	30
	Adult Couples with Children	
Ready to Work	Unaccompanied Females	48
	Unaccompanied Males	
Salvation Army-Lodi	Single-Parent Families	115
	Single-Parent Families	
	Adult Couples with Children	

FACILITY NAME	HOMELESS BENEFICIARIES	BED CAPACITY
Stockton Shelter for the Homeless	Unaccompanied Females	320
	Unaccompanied Males	
	Single-Parent Families	
	Two-Parent Families	
	Adult Couples without Children	
Stockton Shelter for the Homeless, Holman House	Unaccompanied Females	10
	Unaccompanied Males	
Town Center Studios	Stockton	Town Center Studios is 40 units of housing for persons who are chronically homeless.
Tracy Community Connection Center	Unaccompanied Females	12
Women's Center - Youth and Family Services, DAWN House, and Serenity House	Single-Parent Families	35
	Unaccompanied Females	
Women's Center - Youth and Family Services, Safe House	Unaccompanied Female Youth Under 18	8 (plus their children)
	Unaccompanied Male Youth Under 18	
	Single-Parent Youth	
WestCare California	Unaccompanied Females	16
	Unaccompanied Males	
Women's Center – Youth and Family Services, Opportunity House Transitional Living Program	Unaccompanied Females	16
	Unaccompanied Males	
	Unaccompanied Female Youth Under 18	
	Unaccompanied Male Youth Under 18	

Note: 1 Total bed capacity in Stockton is estimated based on roughly 60 percent of CVLIHC's transitional housing units are located at an address with a Stockton zip code. Regarding CVLIHC's permanent supportive housing units, roughly 90 percent of the units have a Stockton zip code.

"(-)" data not available

Source: PlaceWorks; contacted agency or facility, October 2022.

PERSONS DIAGNOSED WITH AIDS AND RELATED DISEASES

According to the California Department of Public Health, as of April 21, 2022, there have been 1,471 reported cases of AIDS since the onset of the disease in the county in the 1980s. Through the Housing Opportunities for Persons with AIDS (HOPWA) program, federal funds are allocated to the State and the County for the purpose of assisting people living with the disease in securing permanent and affordable housing. Through San Joaquin County Public Health Services, Stockton Shelter uses HOPWA funds to purchase and run transitional houses for AIDS-infected persons who are homeless or having financial difficulties. Residents can stay in transitional housing for up to 18 months while they secure

a job, home, or SSI benefits. Within the city, Stockton Shelter administers one transitional house, with capacity for 10 individuals, and five condominiums for families of three to four people. In addition to transitional housing, Stockton Shelter also provides emergency assistance for people who cannot afford their housing payments due to a health emergency or high health-care costs.

According to area health care providers, additional housing needs for people with AIDS and HIV include more emergency housing assistance, funding to cover first- and last-month's rent, low-cost housing for individuals such as residential hotels, and assisted living for persons in the middle- to late-stages of the disease.

EXTREMELY LOW-INCOME HOUSEHOLDS

Extremely low-income (ELI) households are defined as those households with incomes under 30 percent of the AMI. Extremely low-income households typically consist of minimum-wage workers, seniors on fixed incomes, disabled individuals, and farmworkers. This income group is likely to live in overcrowded and substandard housing conditions. This group of households has specific housing needs that require greater government subsidies and assistance, housing with supportive services, single-room occupancy (SRO), shared housing, and/or rental subsidies or vouchers. In recent years, rising rents, higher income and credit standards imposed by landlords, and insufficient government assistance has exacerbated the problem. Without adequate assistance, this group has a high risk of homelessness.

In Stockton, a household of three persons with an income of \$23,030 in 2022 would qualify as an extremely low-income household. **Table HE-41** shows the number of extremely low-income households and their housing cost burden in Stockton, San Joaquin County, and California in 2018. As shown in the table, Stockton had a higher percentage (14.0 percent) of extremely low-income households than countywide (10.3 percent), although

slightly less than the state (14.1 percent). Following the statewide and countywide trends, the city had a larger proportion of extremely low-income renter households (21.4 percent) than countywide (16.8 percent) and a slightly smaller proportion than the state (22.5 percent). Stockton had a similar proportion of extremely low-income owner households (5.9 percent) than countywide (5.1 percent) and less than California (7.2 percent). Generally, households that pay more than 30 percent of their income on housing costs are considered to be overpaying for housing or cost burdened, while households that pay 50 percent or more are considered to be severely overpaying or severely cost burdened.

In Stockton, 82.5 percent of extremely low-income households had a moderate housing cost burden (> 30 percent or more) and 73.1 percent had a severe (>50 percent or more) housing cost burden. This was slightly higher than the cost burdens of extremely low-income households in the county and state. Extremely low-income renters in Stockton had a much higher incidence (84.2 percent) of a moderate housing cost burden than owners (75.7 percent) and 74.8 percent of renters had a severe cost burden compared to 66.4 percent of owners. This information suggests that there is a need for affordable rental units for extremely low-income residents in Stockton.

Table HE-41: Housing Cost Burden of Extremely Low-Income Households
Stockton, San Joaquin County, and California, 2018

	STOCKTON			SAN JOAQUIN COUNTY			CALIFORNIA		
	OWNERS	RENTERS	TOTAL	OWNERS	RENTERS	TOTAL	OWNERS	RENTERS	TOTAL
Number of ELI households	2,650	10,695	13,345	6,455	16,950	23,405	509,410	1,324,385	1,833,795
Number of total households	45,230	49,960	95,190	126,095	100,630	226,725	7,085,435	5,880,000	12,965,435
% of total households	5.9%	21.4%	14.0%	5.1%	16.8%	10.3%	7.2%	22.5%	14.1%
Number w/ cost burden > 30%	2,005	9,000	11,005	4,950	13,810	18,760	380,295	1,060,070	1,440,365
% w/ cost burden > 30%	75.7%	84.2%	82.5%	76.7%	81.5%	80.2%	74.7%	80.0%	78.5%
Number w/ severely cost burden > 50%	1,760	8,000	9,760	4,295	12,480	16,775	316,175	913,810	1,229,985
% w/ severely Cost Burden > 50%	66.4%	74.8%	73.1%	66.5%	73.6%	71.7%	62.1%	69.0%	67.1%

Source: Stockton Data Packet, 2022 -CHAS (2014-2018).

PRESERVING AT-RISK UNITS

Over the past several decades, hundreds of thousands of affordable rental housing units have been constructed in California with the assistance of federal, state, and local funding (loans or grants) that restricted rents and occupancy of units to low-income households for specified periods of time. Once these restrictions expire, a property owner may charge market rents. Low-income occupants are often displaced when rents rise to market levels.

State law requires that housing elements include an inventory of all publicly assisted multifamily rental housing facilities within the local jurisdiction and note those that are at risk of conversion to uses other than

lower-income residential within 10 years of the beginning of the housing element planning period, which is December 31, 2023, so before December 31, 2033.

California Government Code requires that owners of federally assisted properties provide notice of intent to convert their properties to market rate and provide information and options to tenants. The details about the requirements are included in Program 21.

Table HE-42 shows the assisted housing facilities in Stockton, including those that are considered “at risk.” There are four affordable housing facilities with a total of 392 units at risk of conversion before December 31, 2033: Steamboat Landing Apartments, Filipino Center, Villa de San Joaquin, and Inglewood Gardens (Table HE-42).

Table HE-42: Federally Subsidized Rental Facilities At-Risk Stockton, 2023-2031

FACILITY NAME	ADDRESS	AFFORDABLE UNITS	TOTAL UNITS	TARGET GROUP	FUNDING SOURCE	EXPIRATION OF AFFORDABILITY
Delta Plaza Apts.	702 N. San Joaquin Street	29	30	Seniors	LIHTC; HCD; Local	2047
Kentfield Apartments	4545 Kentfield Rd.	89	90	Large Family	LIHTC; Local	2064
Town Center Studios	1604 N. Wilson Way	39		Homeless and At-Risk of Homelessness	HCD	2075
Sierra Vista I Apartments	Viva Plaza	114	115	Large Family	LIHTC	2071
Sierra Vista II Apartments	1520 Eleventh Street	99	100	Large Family	LIHTC	2072
Gleason Park	411 South Stanislaus Street	92	93	Large Family	LIHTC	2065
Plymouth Place	1320 N. Monroe St	65	65	Senior	LIHTC; HUD	2075
Casa de Esperanza	2260 S. Netherton Ave.	69	70	Large Family	LIHTC; USDA	2068
Westgate Townhomes	6119 Danny Drive	39	40	Large Family	LIHTC	2068
Bradford Apartments	1020 Rosemarie Lane	29	30	Large Family	LIHTC	2069
Liberty Square	804 N. Hunter Street	72	74	Large Family	LIHTC; HCD	2073
Santa Fe Townhomes	639 West Worth Street	30	31	Large Family	LIHTC; HCD	2072
Grand View Village	228 N. Hunter Street	74	75	Large Family	LIHTC	2074
Main Street Manor/Almond View	648 East Main Street	71	72	SRO	LIHTC; Local	2048
Cambridge Court	6507 Danny Drive	130	132	Large Family	LIHTC; Local	2050
Pacific Pointe Apartments (fka Stockton Gardens Apartments)	1025 Rose Marie Lane	79	80	Non Targeted	LIHTC	2052

Exhibit 1- 2023-2031 Housing Element

FACILITY NAME	ADDRESS	AFFORDABLE UNITS	TOTAL UNITS	TARGET GROUP	FUNDING SOURCE	EXPIRATION OF AFFORDABILITY
Granite Ridge Apartments (fka Stockton Terrace Apartments)	246 Iris Avenue	79	80	Non Targeted	LIHTC	2052
Quan Ying Senior Apartments	301 South San Joaquin Street	20	20	Seniors	LIHTC; Local	2052
Delta Village Apartments	1625 Rosemarie Lane	79	80	Non Targeted	LIHTC	2053
Emerald Pointe Townhomes	9537 Kelley Dr	18	19	Large Family	LIHTC; Local	2053
Ladan Apartments (Site A)	402 S. San Joaquin St.	10	10	Large Family	LIHTC; Local	2057
Diamond Cove II Apartments	5506 Tam O Shanter Dr	39	40	Large Family	LIHTC	2058
Valle Del Sol Townhomes	4701 East Farmington Road	74	76	Large Family	LIHTC; USDA; HCD	2059
Church Street Triplex	418 E Church St	3	3	Working families	Local	2062
Marquis Place Apartments	5315 Carrington Circle	20	21	Large Family	LIHTC; Local	2062
Wysteria	1921 Pock Lane	64	65	Large Family	LIHTC	2063
Hotel Stockton	133 E. Weber Avenue	155	156	SRO	LIHTC; Local	2064
Villas de Amistad	601 E. Main Street	89	91	SRO	LIHTC; HCD; Local	2065
Vintage Plaza (Site A)	336 California St.	17	18	Large Family	LIHTC	2065
Community of All Nations	2172 Dockery Court	73	75	Large Family	LIHTC; HUD; CalHFA; Local	2066
Cal Weber 40 Apartments	512 E. Weber Ave	39	40	Large Family	LIHTC	2068
Zettie Miller's Haven	1545 Rosemarie Lane	81	82	Developmentally Disabled, Mental Illness, Chronic illness	LIHTC; CalHFA	2069
Franco Center Apartments	144 Mun Kwok Ln	111	112	Senior	LIHTC; HUD	2069
Diamond Cove Townhomes	5358 Carrington Circle	59	60	Large Family	LIHTC; Local	2069
Village East Apartments	2501 E. Lafayette Street	187	189	Non-Targeted	LIHTC; HUD	2070
Polo Run Family Apartments	8165 Palisades Drive	315	318	Large Family	LIHTC	2070
Hampton Square Apartments	819 E. Hammer Lane	184	186	Large Family	LIHTC; Local	2070
Medici Artist Lofts	242 North Sutter Street	27	34	Large Family	LIHTC	2071
Casa Manana	3700 North Sutter Street	161	163	Senior	LIHTC; HUD	2074
Sonora Square	2 E. Sonora Street	37	38	Special Needs	LIHTC	2075
Steamboat Landing Apartments	25 S Commerce St	150	151	Senior	HUD	2022
Filipino Center	6 W. Main St	128	128	Family	HUD	2025
Villa de San Joaquin	324 East Jackson Street	30	30	Family	USDA	2026
Inglewood Gardens	6433 Inglewood Ave	84	84	Senior	HUD	2033
Stockton Silvercrest	123 N. Stanislaus St	82	83	Senior	HUD	2036

Exhibit 1- 2023-2031 Housing Element

FACILITY NAME	ADDRESS	AFFORDABLE UNITS	TOTAL UNITS	TARGET GROUP	FUNDING SOURCE	EXPIRATION OF AFFORDABILITY
Park Village Apartments	3830 Alvarado Ave	207	208	Family	HUD; Local	2037
Hammer Lane Village	210 E Iris Ave.	130	130	Senior	HUD	2038
Filipino Community Building of Stockton	443 East Sonora St	68	69	SRO	LIHTC; Local	2050
Dewey Apartments	507 N. Pilgrim St	10	10	Family	HUD; Local	2051
Charleston Place Apartments	1515 E. Bianchi Road	80	82	Large Family	LIHTC; Local	2052
Grant Village Townhomes	2040 Grant Street	39	40	Large Family	LIHTC; Local	2059
Montecito Townhomes	1339 Kingsley Avenue	69	70	Large Family	LIHTC; Local	2062
Villa Monterey Apartments	4707 Kentfield Road	44	45	Large Family	LIHTC; Local	2064
Winslow Village Apartments	5926 Village Green Drive	39	40	Special Needs	LIHTC; HCD; Local	2064
Inglewood Oaks Apartments	7007 Inglewood Ave	64	64	Family/Individual	CalHFA	2072
Anchor Village	601 N. Hunter Street	50	51	Veterans at risk of homeless, mentally ill individuals, families/individuals	LIHTC; CalHFA; HCD	2074

Total Units At-Risk **392**

Source: California Housing Partnership Corporation, 2022.

At-Risk Housing

Affordable housing options for most lower-income households are limited primarily to rental housing. Therefore, preserving the existing affordable rental housing stock is an important goal for Stockton. Most affordable rental housing units in the city were achieved through subsidy contracts and deed restrictions/affordability covenants in exchange for construction and mortgage assistance. From time to time, restricted units lose their affordability controls and revert to market-rate units. For instance, development facilities are typically considered at-risk due to: (1) the prepayment provisions of HUD-insured mortgage loans; (2) expiration of Section 8 and Section 236 contracts; and (3) expiration of restrictions on mortgage revenue bonds. The following describes these conditions in detail.

- **Prepayment of HUD loans.** In the mid-1960s, the federal government provided low-interest financing or mortgage insurance to housing developers in return for guaranteeing that rents remain affordable to lower-income households. After 20 years, the owners could prepay the mortgages and lift their rent restrictions or

maintain the affordability controls until their mortgages were paid.

- **Section 8 Program.** In the mid-1970s, the federal government provided two approaches to encouraging the production of affordable rental housing. Under the Section 8 program, HUD provided a 15- or 20-year agreement to provide rental subsidies to property owners in return for making the units affordable to very low-income households. The income is typically the difference between 30 percent of the household's income and a negotiated fair market rent for the area. Due to expiring Section 8 contracts and uncertainty of future Section 8 funds, the future of an affordable complex receiving Section 8 funding is uncertain.
- **Section 236 Program.** The other federal program, Section 236, provided rent subsidies in the form of interest reduction, by which multifamily housing could be produced. Two rent schedules were used: market rent, based on a market-rate mortgage; and basic rent, based on a 1 percent mortgage. Tenants were required to pay the basic rent of 25 percent of their income,

with rent payments never to exceed the market rents. Units were restricted to households that met the low- and moderate-income limits established for the program. The subsidized housing moratorium imposed by President Nixon in January 1973 brought an end to additional Section 236 construction.

- **Bond-Financed Facilities.** State, county, and local governments have the authority to issue tax-exempt mortgage revenue bonds to provide below market-rate financing for rental housing construction. State and federal law require that multifamily facilities built with tax-exempt bond proceeds set aside a portion of units as affordable to lower-income households for a specified period of time. The typical contractual period is 10 to 15 years. After the term expires, the property owners may rent the units at market rates.
- In many communities, bond-financed facilities typically convert to market rates. Over time, rent levels increase in the community, and the difference between market versus restricted rents increases to the point that, unless additional financial benefits are offered, property owners have no incentive to maintain the units as affordable.

PRESERVATION OPTIONS

State law also requires that housing elements include a comparison of the costs to replace the at-risk units through new construction or to preserve the at-risk units. Preserving at-risk units can be accomplished by facilitating a transfer of ownership to a qualified affordable housing organization, purchasing the affordability covenants, and/or providing rental assistance to tenants.

Acquisition and Rehabilitation

One method of ensuring long-term affordability of low-income units is to transfer ownership to a qualified nonprofit or for-profit affordable housing organization. This transfer would make the project eligible for refinancing using affordable housing financing programs, such as low-income housing tax credits and tax-exempt mortgage revenue bonds. These financing programs would ensure affordability for at least 55 years. Generally, rehabilitation often accompanies a transfer of ownership.

Table HE-43 shows the estimated costs to acquire and rehabilitate the at-risk units. Acquisition costs are based on the 2023 assessed value of each property, and a per-unit rehabilitation cost of \$50,000 is assumed. The total estimated cost to acquire and rehabilitate all of the at-risk affordable housing facilities in Stockton (Steamboat Landing, Filipino Center, Inglewood Gardens, and Villa de San Joaquin) is an estimated \$42.2 million. This is very likely an underestimate of the actual costs of acquisition and rehabilitation since the assessed values are likely much lower than the market value for these properties.

**Table HE-43: Estimated Acquisition/
Rehabilitation Costs
Stockton, 2023**

AT-RISK PROJECT	NUMBER OF UNITS	TOTAL ESTIMATED COST
<i>Steamboat Landing</i>	150	\$17,939,633
<i>Filipino Center</i>	128	\$10,442,508
<i>Inglewood Gardens</i>	84	\$9,688,647
<i>Villa de San Joaquin</i>	30	\$4,104,987
Total	392	\$42,175,775

Source: San Joaquin County Assessor's Office, 2023

Rent Subsidy

Rent subsidies can also be used to preserve affordability of housing. Through a variety of funding sources, the City could potentially provide rental vouchers similar to those provided through the Housing Choice Vouchers Program (formerly Section 8). The amount of a rent subsidy would be equal to the difference between the fair market value for a unit and the cost that would be affordable to a lower-income household. **Table HE-44** shows the estimated rent subsidies required to preserve the affordability of the at-risk units. Based on the assumptions shown in the table, it would cost the City an estimated \$775,125 annually to subsidize rent for these units, or nearly \$23,253,750 over 30 years.

Table HE-44: Estimated Cost to Subsidize Rents
Stockton, 2023

UNIT SIZE	AFFORDABLE RENT FOR VERY LOW-INCOME (50% AMI)	2022 FAIR-MARKET RENTS	MONTHLY SUBSIDY PER UNIT	ANNUAL SUBSIDY PER UNIT	TOTAL AT-RISK UNITS	TOTAL ANNUAL SUBSIDY
Studio	\$725	\$899	\$174	\$2,088	80	\$167,040
1-BR	\$829	\$904	\$75	\$903	223	\$201,369
2-BR	\$933	\$1,137	\$205	\$2,454	48	\$117,792
3-BR	\$1,035	\$1,607	\$572	\$6,864	37	\$253,968
4-BR	\$1,119	\$1,847	\$728	\$8,739	4	\$34,956
Total					392	\$775,125

Source: California Department of Housing and Community Development, State Income Limits for San Joaquin County, 2022. U.S. Department of Housing and Urban Development (HUD) User Data Sets: 2022 FY FMR Geography Summary for San Joaquin County, California.

Replacement (New Construction)

Per-square-foot construction costs from recent approved facilities were used to estimate the cost of replacing the at-risk units if they were to convert to market-rate housing. As shown in **Table HE-45**, the estimated cost to replace the 392 at-risk units is about \$92.3 million.

Table HE-45: Estimated Replacement Costs
Stockton, 2022

COST TYPE	PER-UNIT ESTIMATED COST	TOTAL ESTIMATED COST
Construction ¹	\$192,252	\$75,363,088
Land ²	\$1,604	\$628,600
Building Permit Fee	\$1,306	\$511,888
Plan Check Fee	\$548	\$214,993
School District Fee	\$5,840	\$5,840
Impact Fees ³	\$34,401	\$13,344,048
Total	\$235,592	\$92,351,899

Notes: Estimated cost per unit is based on a three-story residential building consisting of 27 one-bedroom units, including on-site work. Unit costs assume each unit is 1,000 square feet.

¹ The construction cost is based on \$192.25 per square foot for a three-story complex and 1,000 square feet per unit sums to \$192,252.78

² The average land cost per acre is assumed to be \$202,286.

³ Based on total fee estimates from **Table HE-64**.

Sources: Redfin and City of Stockton Master Fee Schedule, 2022-23.

Summary of At-Risk Analysis

In summary, the above analyses show the costs of the different scenarios to be as follows:

- Acquisition and rehabilitation: \$42,175,775
- Rent subsidy: \$775,125 annually (\$23,253,750 over 30 years)
- Replacement: \$92,351,899

Regardless of the method, preserving affordability of the at-risk units is costly. While providing rent subsidies appears to be the least costly method, Section 8 funding availability is limited and currently (2023) there are more federal and state funding sources to rehabilitate existing or build new affordable housing units. However, it may cost the City less to directly subsidize rent than assist in either the rehabilitation or replacement of the units.

Qualified entities to acquire at-risk properties and maintain long-term affordability are nonprofit or for-profit organizations with affordable housing development and managerial capacity. The following are organizations that can serve as qualified entities in San Joaquin County:

- **ACLC, Inc.**
315 N. San Joaquin Street
Stockton, CA 95202
(209) 466-6811
- **Eskaton Properties, Inc.**
5105 Manzanita Avenue
Carmichael, CA 95608
(916) 334-0810
- **Housing Corporation of America**
31423 Coast Highway, Ste. 7100
Laguna Beach, CA 92677
(323) 726-9672
- **L + M Fund Management LLC**
1879 Palmer Avenue
Westchester, NY 10552
(347) 393-3045
- **ROEM Development Corporation**
1650 Lafayette Circle
Santa Clara, CA 65050
(408) 984-5600

- **Rural California Housing Corp.,**
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
(916) 414-4436
- **Stockton Shelter for the Homeless,**
P.O. Box 4803
Stockton, CA 95204
(209) 465-3612
- **Volunteers of America National Services,**
1108 34th Avenue
Sacramento, CA 95822
(916) 917-6848

ASSESSMENT OF FAIR HOUSING

3

INTRODUCTION

Assembly Bill (AB) 686 requires that all housing elements due on or after January 1, 2021, contain an Assessment of Fair Housing consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015. Under California law, AFFH means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

California Government Code Section 65583 (10)(A)(ii) requires local jurisdictions to analyze racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. Although this is the Housing Element for the City of Stockton, Government Code Section 65583 (c)(9), (c)(10), and Section 8899.50, (a), (b), and (c) require all local jurisdictions to address patterns locally and regionally to compare conditions at the local level to the rest of the region. To that end, the City of Stockton has prepared a local assessment of fair housing.

This section is organized by fair housing topics. For each topic, the regional assessment is first, followed by the local assessment. Strategies to address the identified issues are included throughout the section. Through discussions with stakeholders and fair housing advocates, and this assessment of fair housing issues, the City of Stockton identified factors that contribute to fair housing issues. These contributing factors are in **Table HE-48**, with associated actions to meaningfully affirmatively further fair housing related to these factors. Additional programs to affirmatively further fair housing are included in the Policy Document part of this Housing Element.

This section also includes an analysis of the Housing Element’s sites inventory as compared with fair housing factors. The location of housing in relation to resources and opportunities is integral to addressing disparities in housing needs and opportunity and to fostering inclusive communities where all residents have access to opportunity. This is particularly important for lower-income households. AB 686 added a new requirement for housing elements to analyze the distribution of projected units by income category, access to high resource areas, and other fair housing indicators compared to citywide patterns to understand how the projected locations of units will affirmatively further fair housing.

Various sources of information contribute to the Housing Element. The San Joaquin Valley REAP's "Taking Stock: A Comprehensive Housing Report for the San Joaquin Valley in 2022" provides a data package that has been pre-approved by the State Department of Housing and Community Development (HCD) and serves as the primary data source for population and household characteristics. Dates for data included in the San Joaquin Valley REAP data package may vary depending on the selection of data that was made to provide the best data on the topic. These datasets rely on data reported by American Community Survey (ACS), California Department of Finance, California Economic Development Department, U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS), and the Department of Agriculture Agricultural Census. Where more current information is available, it has been provided. Please note that numbers for the same type of data (e.g., households) may not exactly match in different tables and sections because of the different data sources and samples used. The main data source for the assessment of fair housing was the HCD's AFFH Data Viewer mapping tool. Several additional data sources were used to supplement the 2022 REAP data package:

- Housing market information, such as home sales, construction costs, and rents, updated via online surveys.
- Data on special-needs groups, the services available, and gaps in the service delivery system provided via service provider stakeholder interviews.
- Lending patterns for home purchase and home improvement loans through the Home Mortgage Disclosure Act (HMDA) database.

OUTREACH

PUBLIC WORKSHOPS

Workshop #1

The first community workshop for Stockton residents as part of the Housing Element update took place via Zoom on Wednesday, September 14, 2022, from 5:00 pm to 7:00 pm. The focus of the workshop was on potential sites to accommodate the City's Regional

Housing Needs Assessment (RHNA) and also to educate residents about the update process and hear resident insights and ideas about how the City can improve housing opportunities in the future. Spanish translation was available during the workshop. The community workshop was recorded and posted on the City's Housing Element web page.

City staff and consultants facilitated the workshop and 20 participants attended. Throughout the workshop, community members were asked to provide feedback, ask questions or provide comments. All questions and comments were read aloud, and either City staff or the consultants responded or documented receipt of the comment. The following summary of questions and comments relate specifically to fair housing issues.

Challenges in the permitting process - many of the comments pertained to constraints being experienced related to processing and approval of applications, which are analyzed in Chapter 6 and programs identified in the Policy Document to address potential constraints and streamline the review and project approval process.

- **Furthering fair housing** - the City was asked how they intend to implement the AFFH and what specific actions will be taken. Based on stakeholder and fair housing advocate input and through this assessment of fair housing issues, the City identified factors that contribute to fair housing issues, and programs to address the provision of housing for all segments of the population, particularly special needs groups and those at risk of displacement, developed.

During this workshop, attendees were asked to participate in a series of polls and select their preferred responses. The following poll questions and top responses include:

Which housing groups do you think Stockton needs to focus on and provide housing for?

- Homeless or recent individuals
- Low-income households
- Persons with disabilities

What type of housing is needed in Stockton?

- Mixed-use and rental apartments

To decide which sites are priorities for housing development, what criteria are most important to you?

- Access to grocery stores, restaurants, and shopping
- Including affordable housing.
- The following set of discussion questions was presented to residents during this virtual meeting. What neighborhoods or street corridors in Stockton should be developed with new housing?
- Why isn't housing being built in Stockton?
- What is preventing the types of housing you'd like to see from being built?

The comments elicited by these questions have been considered and incorporated into the Housing Element, as applicable.

Workshop #2

The second community workshop took place in person at the Buskirk Community Center on Wednesday, October 29, 2022, from 5:00 pm to 7:00 pm. The purpose of this workshop was to educate residents about the Housing Element update and Housing Action Plan processes and to give attendees an opportunity to share their ideas and ask related questions. Spanish translation was available during the workshop, and translation for additional languages was available upon request.

The process was similar to Workshop #1, with 20 participants attending. Input from the participants was solicited throughout the workshop. A set of discussion questions were presented to residents during this virtual meeting, which are discussed in Chapter 1 of the Housing Element in the summary of the Outreach Program. Topics participant input was requested on included:

- The most critical housing issues in the community?
- The housing types most needed in the community?
- The City's most important consideration in determining new housing opportunities?

The following summary of questions and comments relate specifically to fair housing issues arising from the above discussion questions.

Housing stock and affordability – The influx of homebuyers from the Bay Area was identified as a concern. A Stockton Housing Action Plan Market Conditions report has been completed which addresses housing prices and recent in-migration trends. As well, the effect of gentrification of neighborhoods, rising home prices and cost burden is discussed in the Risk of Displacement section in this Assessment of Fair Housing.

Renter and Property Owner Relations - The availability of data on nonresident property owners and investors was brought up. The Assessment of Fair Housing provides tenure data, and identifies rental property owner and tenant relations, including evictions and discrimination as a fair housing issue, including **Program 30. Practices to Affirmatively Further Fair Housing** to address these issues, specific nonresident and investor data was not available. A participant from Disability Rights CA offered a fair housing training to the City (for decision makers or staff).

Sites – Concern was expressed regarding identification of lower income sites Downtown in with high CalEnviroScreen scores. Unit capacity is provided in this area of high need for affordable housing to foster housing mobility opportunities and reduce the risk of displacement of residents, as well as provide housing near transit and resources. The siting of units in environmentally challenged areas is analyzed. Staff noted that the City allows up to four units by right in all residential zones. This means density can increase in most areas of the city, not just downtown. The inclusion of residential sites in commercial developments to meet the RHNA was brought up. A detailed analysis of all potential sites in the city, including mixed-use potential, was conducted to determine appropriate sites for unit capacity to meet and exceed the RHNA, as presented in Chapter 4.

Homelessness – The unhoused is a fair housing concern, and it is often difficult to collect informative data that accurately reflects the magnitude of the population at risk, resulting in undercounting. The practice of homeless sweeps and the no-camping ordinance as a fair housing issue was mentioned in the workshop discussion. The data source for analysis of the homeless, described in Chapter 2 – Housing Need

Assessment, was a Point-in-Time count conducted by the San Joaquin County Community Development Department and the Central Valley Low Income Housing Corporation in late January 2022. Land use designations that support the development of homeless shelters and transitional housing facilities is discussed in Chapter 6 of the Housing Element. Program **25. Continue to Support Organizations Assisting Homeless Persons** is included to increase shelter and transitional facilities and provide short term financial assistance for households at risk of becoming homeless, and Program **17. Development Code Revisions** to ensure availability of sites for homeless facilities. A listing of Homeless Shelters, and Transitional Housing Facilities is provided in **Tables HE-38, HE-39 and HE-40** in Chapter 2, Housing Needs Assessment.

These comments have been considered and incorporated into the Housing Element, as applicable.

CONSULTATIONS

Housing Element Consultations

In November 2022, seven consultations were conducted with Stockton stakeholders to offer opportunities to provide one-on-one input. Representatives from the following organizations were interviewed:

- The Housing Authority of San Joaquin County
- San Joaquin Fair Housing
- Valley Mountain Regional Center, San Joaquin County (Main Office)
- Disability Rights California
- Faith in the Valley
- Community Partnership for Families / The Community Foundation of San Joaquin

The stakeholders were asked the following questions, depending on the type of organization interviewed, and common responses include:

Opportunities and concerns: What are the 3 top opportunities you see for the future of housing in this jurisdiction? Increasing the variety of future developments, including mixed-use, infill development, ADUs;

- De-concentration of affordable housing;
- Improving local housing data;

- Expanding housing services/resources; Updating the zoning code to be more inclusive and accessible;
- Continuous compliance with State law.

What are your 3 top concerns for the future of housing in this jurisdiction?

- Lack of existing affordable housing, high proportion of households experiencing cost burden
- Homelessness and limited housing for formerly incarcerated individuals,
- Time frame for review and approval processes.

Housing preferences: What types of housing do your clients prefer? Is there adequate rental housing in the community? Are there opportunities for home ownership? Are there accessible rental units for seniors and persons with disabilities?

- Desire for safe, habitable, accessible, stable and affordable housing;
- Uninhabitable housing conditions and lack of landlord or property owners making improvements;
- Landlords evicting long-time tenants to increase rental prices to accommodate in-migration from higher income locations.

Housing barriers/needs: What are the biggest barriers to finding affordable, decent housing? What are the unmet housing needs in this jurisdiction?

- Limited housing supply and unmet need;
- Housing costs and affordability;
- Renter application requirements, fees and deposits;
- historical racism and segregation;
- The criminalization of the unhoused population;
- Lack of political will from elected officials.
- As mentioned before, according to report.

Housing conditions: How would you characterize the physical condition of housing in this jurisdiction? What opportunities do you see to improve housing in the future?

- Southside faces more dilapidation issues, and the conditions are believed to be worse compared to the rest of the State

- Many residents take what they can afford, including uninhabitable housing
- De-concentration of lower-income housing

COVID - How has COVID affected the housing situation?

- Pandemic unveiled serious housing issues as well as making them worse.
- Economic conditions increased number of people at risk of, or experiencing homelessness
- Inequitable distribution of resources and services;
- Unmet housing needs of formerly incarcerated individuals were at risk or became
- A rise in domestic violence cases, and due to Project HomeKey, agencies unable to place domestic violence survivors in a safe space.
- Bay Area in-migration increased resulting in rising rents.

The eviction moratorium provided safety for economically impacted renters, but impacted landlords through a lack of resources.

Stakeholders shared that the factors that limit equity and fair housing are rooted in systemic racism, capitalism, sexism, and ableism. And to address these equity and fair housing concerns, the City needs to incorporate programs that reflect the needs of those most vulnerable in the Stockton community., which include low-income households, the elderly, disabled persons, large and single person households, single female-headed households with children, persons in poverty, the homeless, farmworkers, populations of color, cost burdened renters and homeowners, among others. Recommendations include programs that support affordable housing developments, an eviction protection and right-to-counsel program, a dedicated housing trust fund for affordable housing, landlord educational tools and resources, genuine advocacy for the homeless, a universal income program, a reasonable accommodation process, and social housing opportunities for people to co-own areas/property. They also shared that the City should ensure all new developments have an inclusionary housing component, which can be done by adopting inclusionary housing programs. These recommendations have been taken into consideration and can be reviewed in the Policy Document.

Housing Action Plan/Displacement Study Stakeholder Consultations

In support of efforts to prepare a Housing Action Plan for the City of Stockton, consultant team member BAE Urban Economics participated in a total of ten interviews with area stakeholders in the Spring and Summer of 2022 regarding issues and opportunities for the production and preservation of housing. Additional interviews will be conducted in the spring of 2023 with market rate developers to inform preparation of pro forma financial models for target housing types in Stockton. Due to significant overlap in the subject matter targeted for this initial round of interviews, and the list of stakeholders to be interviewed, BAE partnered with Enterprise Community Partners which was similarly engaged in preparation of an anti-displacement strategy for the City of Stockton. Participants in the first round of interviews included representatives from the following:

- Stocktonians Taking Action to Neutralize Drugs (STAND)
- Visionary Home Builders
- The Housing Authority of San Joaquin County
- Central Valley Low Income Housing (CVLIHC)
- Reinvent South Stockton Coalition (RSSC)
- Housing Justice Coalition (Part of the RSSC)
- National Association for the Advancement of Colored People (NAACP)
- Enterprise Community Partners
- Grupe Huber Company
- Little Manila Rising

While the topics covered during each interview varied slightly based on the expertise and affiliation of the interview participant, all of the interviews covered the following topic areas:

- Housing Needs and Preferences – What types of housing are your clients or constituents looking for? What types of housing are they most struggling to locate and secure? What are the barriers they are facing? Where do they typically end up?
- Housing Instability and Insecurity – What types of housing insecurity are being observed? What trends, factors, or characteristics are contributing to housing insecurity among your clients or in your community? What solutions are being used?

- Gaps in Housing Availability – What types of housing are being undersupplied in the Stockton Market? What types are being over supplied? Why?
- Barriers to Housing Production – What are the main barriers to housing production in Stockton? How does this vary by housing type (e.g., single-family homes, missing middle housing, multifamily apartments, tiny homes, etc.)? Do the barriers to housing production vary in different parts of the community?
- Barriers to Housing Preservation – What are the main barriers to the preservation of existing housing? What should the City be doing to facilitate housing preservation?
- Causes of Residential Displacement – What are the main observed drivers of residential displacement? How are your clients or constituents being impacted? How are different groups or populations impacted? How are different parts of the city being impacted and why?

Interview participants expressed a range of perspectives and experiences, but generally agreed on the underlying economic factors contributing to a lack of desired housing production in Stockton. All interview participants acknowledged an overabundance of detached single family housing in Stockton, which represents a majority of the newly built housing inventory. Interview participants acknowledged an under production, and lack of general availability, of higher density multifamily rental and missing middle housing, both rental and for-sale, that would meet the needs of their clients. Participants indicated that new construction is generally concentrated in the more affluent neighborhoods in north Stockton, and that there are large areas that are going unserved by new market-rate development, but which feature populations that would benefit from an expansion of the housing inventory, such as in south Stockton and the downtown area. These areas tend to be lower-income and residents often have less mobility, but which still offer robust neighborhood networks and cultural affiliations. The reasons cited for the lack of development in these areas include the high cost of construction and the relatively limited purchasing power of lower-income households in these areas.

Interviews indicated that a lack of newly constructed housing is putting tenants under pressure to accept housing that is, at least in some cases, in substandard condition and often more expensive than is typically considered appropriate. Participants indicated a relatively high prevalence of multiple households banding together to afford housing, resulting in overcrowded conditions, as well as households paying well over the accepted 30 percent of their income towards housing. Due to a lack of alternative housing options, households are often reluctant to submit complaints about substandard conditions and are unable to secure housing at more affordable rates. This is particularly prevalent among renter households, though interview participants also noted problems among lower-income owner households who are having trouble maintaining their homes. This sometimes results in foreclosure or condemnation, but more often in the household selling the property, often at a suppressed value due to the condition of the property. Multiple interview participants noted that many of these houses are then being purchased by higher-income households. The impression is that they are coming from outside the area, and that they subsequently rehabilitate the property and benefit from immediate equity appreciation. Interview participants voiced concerns that this dynamic prevents lower-income homeowners from fully benefiting from potential equity appreciation. Participants recommended increased funding for code enforcement and an enhanced multifamily rental inspection program to identify habitability issues. Participants also recommended increasing funding for home rehabilitation assistance to help keep lower-income homeowners in their homes and to discourage displacement and gentrification.

Interviewees noted that housing instability and displacement in Stockton is really a function of high and increasing housing costs, both for new construction and existing units, and stagnation among local workforce wages and associated household incomes. The pandemic exacerbated these trends with many lower-wage and service sector workers either losing their jobs or taking significant unpaid leaves of absence due to business closures and work-from-home policies. Interview participants experienced a significant increase in the need for homelessness prevention and rapid rehousing services during the first two years of the

pandemic, which is now beginning to abate with the revocation of pandemic-era restrictions. Interviewees commented that the City needs to pursue an aggressive expansion of the housing stock (something other than detached single-family homes) to address the lack of inventory, as well as strong economic development programs that can improve the earning potential of existing Stockton residents. Without both an increase in housing availability and the ability of households to pay for housing, the issue will continue to get worse and the number of households facing housing instability will grow.

To facilitate the production of low-income housing, as well as transitional and permanent supportive housing, interview participants indicate that the City needs to adjust expectations regarding funding recapture, allowing more grants and forgivable loans. Interviewees also suggested the City needs to increase its willingness to allow funding to go towards supportive services and that the City needs to consider programs to reopen existing single room occupancy (SRO) properties and/or facilitate development of new SRO properties in appropriate locations. They suggested the City also needs strong policies and programs to preserve naturally occurring affordable housing, where possible. Examples of these policies and programs may include, but should not be limited to, rehabilitation funding for both rental and ownership properties, possibly coupled with workforce housing deed restrictions (i.e., limited to occupancy by households with at least one person employed within the community), rental assistance and grants for back rent, cash incentives to property owners willing to accept tenants using public assistance, etc.

Interview participants generally supported efforts to expand the housing stock with a preference for the addition of both market rate and below-market rate rental housing. There is a desire to see such development both in higher income areas that can provide better access to opportunity for lower-income households, but also within lower opportunity areas where households are experiencing the greatest need. All interview participants also acknowledged that the City's aim should be to avoid adding additional low-income housing inventory in the downtown, as the city is already at risk of creating conditions associated with concentrated poverty, which run counter to the long-

term objectives of the community towards creating a commercially and culturally vibrant downtown environment for all Stockton residents. The challenge seems to be that that is where the infrastructure capacity is concentrated and where it may be possible to secure land zoned for high density housing at a relatively low cost (i.e. City owned). Also, the area is unlikely to experience market rate housing development in the near future, so it can often be attractive to try to leverage low-income housing to try and spur investment.

INTEGRATION AND SEGREGATION

Since 2017, the Tax Credit Allocation Committee (TCAC) and HCD have developed annual maps of access to resources such as high-paying job opportunities; proficient schools; safe and clean neighborhoods; and other healthy economic, social, and environmental indicators to provide evidence-based research for policy recommendations. This effort has been dubbed “opportunity mapping” and is available to all jurisdictions to assess access to opportunities within their community.

The TCAC/HCD Opportunity Maps can help to identify areas in the community that provide strong access to opportunity for residents or, conversely, provide low access to opportunity. The information from the opportunity mapping can help to highlight the need for housing element policies and programs that would help to remediate conditions in low-resource areas and areas of high segregation and poverty and encourage better access for lower-income households and communities of color to housing in high-resource areas. TCAC/HCD categorized census tracts into high-, moderate-, or low-resource areas based on a composite score of economic, educational, and environmental factors that can perpetuate poverty and segregation, such as school proficiency, median income, and median housing prices. The TCAC/HCD Opportunity Maps use a regional index score to determine categorization as high, moderate, and low resource. Census tract and neighborhood boundaries don't exactly align in the City so this analysis refers mainly to census tracts in order to address state requirements for this analysis.

Areas designated as “highest resource” are the highest-scoring census tracts in the region, falling within the 0 to 20th percentile. It is expected that residents in these census tracts have access to the best outcomes in terms of health, economic opportunities, and education attainment. Census tracts designated “high resource” score in the 21st to 40th percentile compared to the region. Residents of these census tracts have access to highly positive outcomes for health, economic, and education attainment. “Moderate resource” areas are in the 41st to 70th percentile, and those designated as “moderate resource (rapidly changing)” have experienced rapid increases in key indicators of opportunity, such as increasing median income, home values, and an increase in job opportunities. Residents in these census tracts have access to either somewhat positive outcomes in terms of health, economic attainment, and education; or positive outcomes in a certain area (e.g., score high for health, education) but not all areas (e.g., may score poorly for economic attainment). Low-resource areas score above the 70th percentile and indicate a lack of access to positive outcomes and poor access to opportunities.

The final designation is “high segregation and poverty.” These are census tracts that have an overrepresentation of people of color compared to the county as a whole, and at least 30.0 percent of the population in these areas is below the federal poverty line (\$27,750 annually for a family of four in 2022). In Stockton, many of the areas designated as high segregation and poverty have also been identified as racially or ethnically concentrated areas of poverty (R/ECAP) by HUD. Determination of R/ECAPs relies on a racial and ethnic concentration threshold as well as a poverty test. The racial and ethnic concentration threshold for a R/ECAP is a non-White population of 50.0 percent or more. The poverty test defines areas of “extreme poverty” as those where 40.0 percent or more of the population lives at or below the federal poverty line, or where the poverty rate is three times the average poverty rate in the metropolitan area, whichever is less. More information about R/ECAPs in Stockton is provided later in this section.

As seen in **Figure HE-1, TCAC/HCD Opportunity Areas, 2022**, Stockton has several spatial concentrations of opportunity area designations. The figure shows the 15

neighborhoods in the city as used throughout this General Plan and referenced in this section. Generally, from north to south they are:

- Trinity/Northwest Stockton
- Eight Mile/Bear Creek
- Upper Hammer Lane/Thornton Road
- Morada/Holman
- Pacific Avenue/Lincoln Village
- Brookside/Country Club
- East Stockton
- Midtown
- The Port and Mount Diablo Waterfront
- Boggs Tract
- Downtown
- South Stockton
- Mariposa Lakes
- Weston/Van Buskirk
- Industrial Annex

The northern, eastern, and western edges of the city north of the Calaveras River in the Morada/Holman, Eight Mile/Bear Creek, Upper Hammer Lane/Thornton Road, and Trinity/Northwest Stockton neighborhoods are designated Highest and High Resource. These designations extend east of I-5 in the Pacific Avenue/Lincoln Village neighborhood as far east as Pacific Avenue and as far south as West March Road. Two census tracts in the Midtown neighborhood, which include the University of the Pacific between the Calaveras River to the north, West Pershing Avenue to the west, Pacific Avenue to the east, and West Harding Way to the south; and the adjacent residential communities to the east of Pacific Avenue and west of both the Rural and San Joaquin Catholic Cemeteries, accessed off of North El Dorado Street and North California Street between East Alpine Avenue to the north and East Harding Way to the south, are designated as Highest and High opportunity areas, respectively.

Census tracts designated Moderate Resource opportunity areas are also predominantly identified in the northern portion of the city, generally north of East Harding Way; within the Upper Hammer Lane/Thornton Road and Morada/Holman neighborhoods; and residential enclaves adjacent to primarily unincorporated island areas in the lower Brookside/Country Club and eastern edge of the

Midtown neighborhoods as well as one census tract in the Downtown neighborhood.

The majority of the city south of Smith Canal to the west of North Pershing Avenue and south of West and East Harding Way to the east of North Pershing Avenue in the Midtown, Downtown, South Stockton, Port and Mount Diablo Waterfront, Weston/Van Buskirk, and Industrial Annex neighborhoods are designated by TCAC/HCD as Low Resource and Areas of High Segregation and Poverty. In contrast, Low Resource census tracts in northern Stockton tend to be more spread out and are often adjacent to Moderate and High Resource census tracts. The East Stockton neighborhood, eastern portions of the Pacific Avenue/Lincoln Village neighborhood east of Pacific Avenue, and census tracts adjacent to and north of East Hammer Lane between the two Union Pacific Railroad Sacramento Subdivision and Fresno Subdivision lines are designated Low Resource, with two small residential census tracts assigned High Segregation and Poverty designations.

Regional Trends

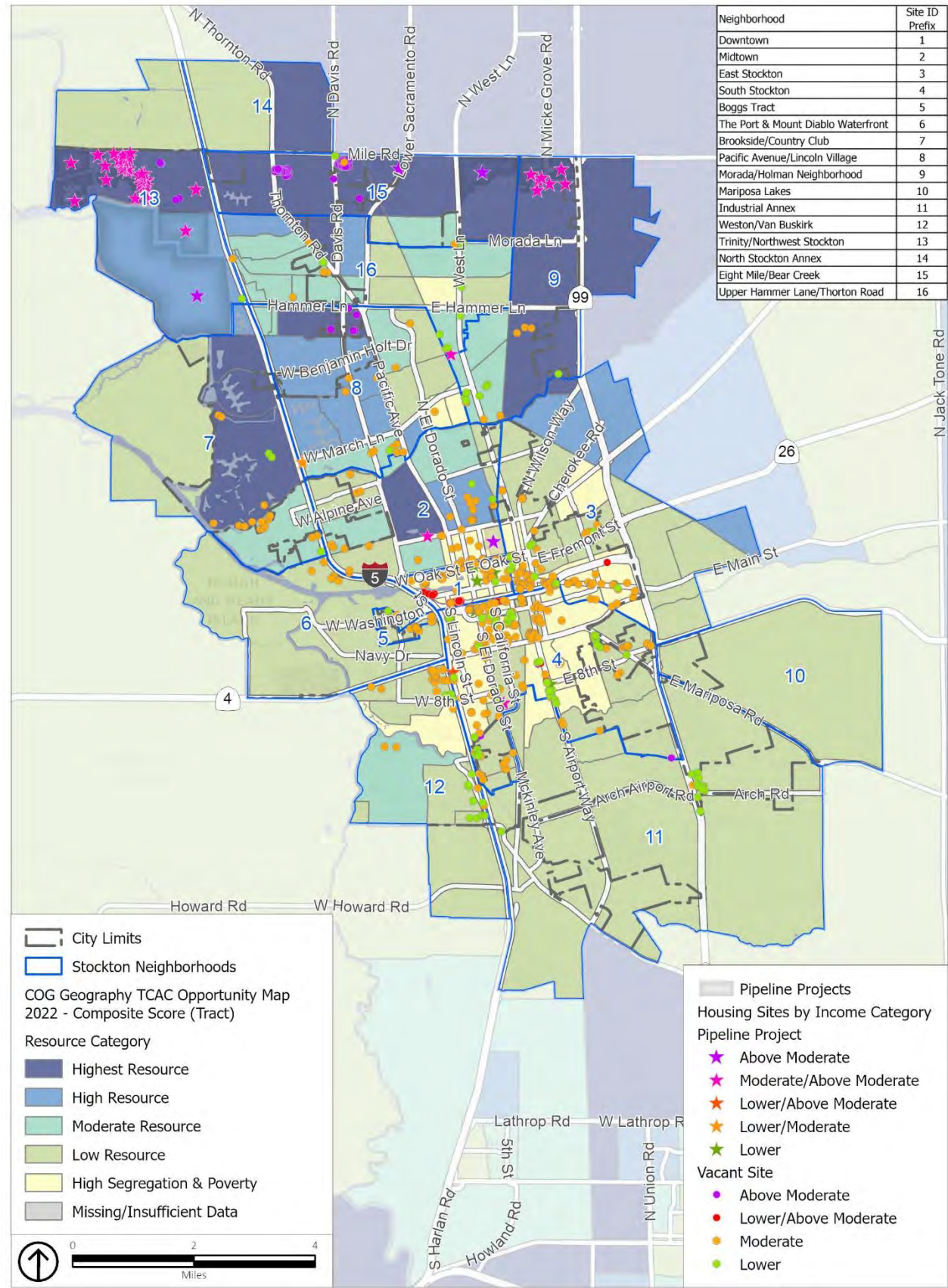
Stockton is a member of the San Joaquin Council of Governments (SJCOG) joint-powers authority. SJCOG's other members are the County of San Joaquin and the cities of Lodi, Manteca, Tracy, Ripon, Escalon, and Lathrop. Based on the 2022 TCAC assessment of opportunity areas, areas on the east side of Lodi represent some of the COG region's lowest-opportunity areas, along with the areas of High Segregation and Poverty within Stockton identified previously.

Large unincorporated areas to the west of Stockton are designated as low-resource areas, as are many census tracts immediately adjacent to Stockton city limits. This is also true of central areas of Manteca, unincorporated areas just to the east of Manteca, one census tract in central Lathrop and two in central and northern Lodi. This is similar to many census tracts in the southern areas of Stockton's city limits and within its SOL.

The city of Escalon and the surrounding unincorporated areas are designated as moderate-resource areas, as is much of Lathrop and areas of north and central Tracy. The unincorporated communities of New Jerusalem and Vernalis are also within moderate-resource census tracts. Many of the high and highest-resource areas in

the COG region are located at the far south, east, and north ends of the county. Unincorporated communities to the north and northeast of Stockton, such as the Morada area, are designated as highest-resource areas, which is similar to neighborhoods on the north side of Stockton. Areas north of Lodi are identified as either high or highest resource areas. This includes the Lockeford, Victor, and Collierville unincorporated areas. Unincorporated communities farther to the east of Stockton, such as Linden and Farmington, are also considered to be high resource areas. South of Stockton, the city of Ripon is divided into high and highest-resource areas, while the majority of Tracy is considered either a high or highest resource area, with the exception of three census tracts on the north side. The unincorporated communities of Mountain House, Banta, Stoneridge, and Lammersville are also located within highest-resource census tracts.

Figure HE-1: TCAC/HCD Opportunity Areas



Source: HCD, 2022

INCOME

Income is a primary indicator of a household's standard of living and is a critical factor in determining the ability of that household to balance housing costs with other basic needs, such as food and transportation. These may also result in displacement due to a number of factors in addition to housing cost burden. According to the San Joaquin Council of Governments Displacement Study, 2021, displacement pressures threaten the ability of housing-challenged households to stay in their homes and limit where these households can live, reducing their ability to stay connected with supportive networks and limiting their access to opportunity. There are three basic types of displacement risk residents of Stockton might face, which are discussed in subsequent analysis:

- **Direct/Physical Displacement.** Households are directly forced to relocate from or leave their current residence due to landlord practices, formal eviction, foreclosure, natural disaster, or uninhabitable and unsafe conditions.
- **Indirect/Economic Displacement.** Households are indirectly pressured to relocate due to rising cost of housing (cost burden), increased taxes and auxiliary fees, changes in supporting cultural and social networks, and loss or reduction of income.
- **Exclusionary Neighborhood Change.** Households are unable to move into a neighborhood that is experiencing housing cost increases due to gentrification or other factors, including higher-income households renting or purchasing more affordable housing stock that would have previously been accessible to them; landlord resistance to accepting Housing Choice Vouchers (HCV); competition for affordable resources favoring those with higher incomes; inability to meet credit and application and/or qualifying requirements.

Displacement risk is discussed in greater detail in the "Displacement Risk" section later in this document.

According to the 2016-2020 ACS, the annual median income (AMI) in the City of Stockton was \$58,393 in 2020, an increase of more than \$10,000 since 2010. The 2020 median income was notably lower in Stockton than for the county as a whole and the state, which, in 2020, had median incomes of \$68,628 and \$78,672,

respectively. However, it should be noted that median income data in 2020 may be reflective of the impact of COVID and associated unemployment and has been increasing in 2021 and 2022 as the economy recovers.

According to **Table HE-7, Household Income Distribution**, in the Housing Needs Assessment (HNA), in 2020 approximately 25.4 percent of households in Stockton were considered very low-income, which is any four-person household that earns less than \$29,197 annually (less than 50.0 percent of AMI); approximately 10.8 percent of households correlated with the lower-income category, which is any four-person household that earns between \$29,178 and \$46,714 annually (between 51.0 and 80.0 percent of AMI); approximately 22.4 percent of households correlated with the moderate income category, which is any household that earns between \$46,715 and \$70,072 annually (between 81.0 and 120.0 percent of AMI; and approximately 41.4 percent of households correlated with the above moderate-income household category, earning over \$70,074 annually (above 120.0 percent of AMI).

Above Moderate-Income Household Distribution

While the median income in Stockton ranges from \$12,256 to \$137,083 depending on the neighborhood, in general, higher incomes are found in the northern half of the city above Harding Way, with the exception of the lower portion of the Weston/Van Buskirk neighborhood south of French Camp Slough in the southwest corner of the city. Areas where the median income is greater than \$87,100, as depicted on **Figure HE-2, Median Household Incomes in Stockton**, correlate with the above moderate-income range in the city. They are concentrated outside of the core of the city along its northern and western edges in the Trinity/Northwest Stockton, Eight Mile/Bear Creek, Morada/Holman, and Brookside/Country Club neighborhoods. There is also a concentration of census tracts in the Midtown neighborhood, inclusive of the University of the Pacific campus; the American Legion and Victory Parks; and the Elmwood, South Country Club, Northbank Court, and Oxford/Bristol residential areas with median incomes ranging between \$90,833 and \$94,706. There is one census tract in the

Brookside/Country Club neighborhood with a median income of \$137,083, the highest in the city.

Mixed Median Income Neighborhoods

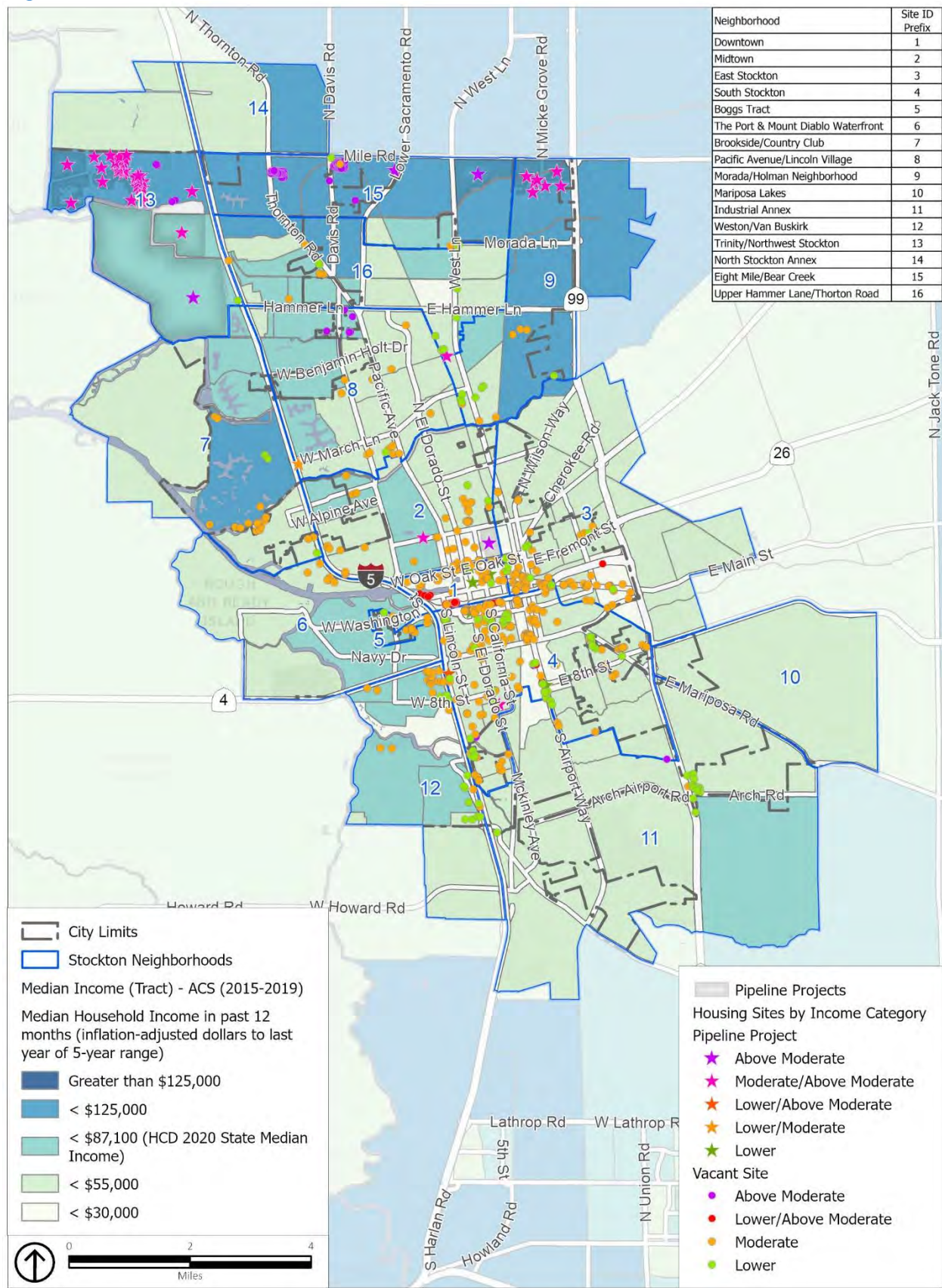
There are three neighborhoods—Upper Hammer Lane/Thornton Road, the lower portion of Morada/Holman, and Pacific Avenue/Lincoln Village in the northern portion of the city—that have historically developed along the northern extension of major commercial thoroughfares from the Downtown and Midtown neighborhoods. They include a range of incomes and TCAC/HCD opportunity designations based on location of the residential areas, the presence of affordable housing resources, type and age of housing stock, physical development barriers (waterways, sloughs, railroad tracks), and other factors. Some of the block groups in these two neighborhoods may be experiencing gentrification and have concentrations of populations that are at increased risk of displacement.

The western portion of the Upper Hammer Lane/Thornton Road neighborhood to the west of Lower Sacramento Road consists primarily of moderate- and above moderate-income households—from \$55,938 adjacent to I-5 where the affordable Emerald Pointe Townhomes are located, to \$108,304 in the Stonewood Estates subdivision south of Laughlin Park and White Slough. There are two census block groups in this geographical neighborhood, with median incomes in the low-income category—a mixed residential, institutional, and commercial area adjacent to I-5 along Kelley Drive, and the lower portion of the Creekside residential area including Wagner Heights Apartments and Delta Sierra Middle School. The portion of this neighborhood between Lower Sacramento Road and the Union Pacific Railroad Fresno Subdivision line is a mix of low- and moderate-median incomes, with four affordable housing complexes along Hammer Lane. There are two block groups with very low-median incomes, one of which, including the Stockton Summerplace residential area and Parklane Elementary School, has been designated a TCAC/HCD Area of High Segregation and Poverty with a median income of \$26,462.

The Pacific Avenue/Lincoln Village neighborhood east of I-5, south of Hammer Lane, west of the Union Pacific Railroad Sacramento Subdivision line, and north of the Calaveras River is also primarily a mix of low- and moderate-median income areas. There are four block groups with median incomes in the very low-income category that are scattered throughout the neighborhood, and three of them are in the vicinity surrounding the San Joaquin Delta College campus. There is no pattern of concentration of very low-income households; adjacent block groups fall within the moderate- and above moderate-income categories. However, there are eight affordable multifamily housing complexes in this neighborhood, all of which are in block groups with median incomes below \$30,897, and one of these block groups is designated a TCAC/HCD Area of High Segregation and Poverty and HUD R/ECAP. The presence of the affordable housing complexes generally are a contributing factor to the lower median incomes in the block groups where they are located.

A similar spatial distribution of affordable multifamily housing complexes within block groups with lower median incomes is found in the lower portion of the Morada/Holman neighborhood, with median incomes ranging from \$29,359 to \$52,465 in block groups that have an affordable housing resource. Historically, as discussed in the “Other Relevant Factors” section, a significant segment of the Asian community relocated to these newly developing localities during the 1960s in response to the construction of the SR-4 cross-city highway and remain a predominant community of color in the present. The very low-income block group, unlike most of the surrounding areas, which are primarily residential, consists of a mix of multifamily complexes (both affordable and market rate), vacant land, and nonresidential uses.

Figure HE-2: Median Household Incomes



Source: 2015-2019 ACS

Lower-Income Neighborhoods

A defined concentration of very low- and low-median income households and affordable multifamily complexes is evident north of the Calaveras River in the central portion of the city along the West Lane, Pacific Avenue, El Dorado Avenue, Hammer Lane, and March Lane commercial corridors, and south parts of the city in the Midtown, Downtown, and South Stockton neighborhoods between Harding Way and Charter Way, with the lowest median incomes at \$12,256 and \$16,750 in the heart of Downtown. These lower-income block groups are generally defined by major transportation routes, including the Union Pacific Railroad lines, rail terminal, and switching station; I-5; SR 4; and the Port of Stockton, and include a mix of single-family and multifamily residential, industrial uses, entertainment venues, public and institutional buildings, educational facilities, and commercial services. The majority of this concentration of lower-income households has a correlating TCAC/HCD designation as an Area of High Segregation and Poverty and have been identified by HUD as R/ECAPs. The pattern of primarily lower median income households in the vicinity of major transportation corridors (rail, freeways, the Port)) is evident in East Stockton as well as south of the Downtown in the South Stockton, Weston/Van Buskirk, and Industrial Annex neighborhoods. The pattern also occurs in two enclaves of Housing Authority of County of San Joaquin public housing; 436 units at Conway Homes in the Van Buskirk community with an associated median household income of \$20,104; and 391 units at Sierra Vista Homes on Airport Way near the rail holding yards and Reverend Peterson and Williams Brotherhood Parks.

In Stockton, 16.8 percent of the population is considered under the poverty threshold, roughly equivalent to 14.0 percent of households that make less than 30.0 percent AML, which is considered extremely low income. This is the highest rate among San Joaquin County jurisdictions. At the census-tract level, the highest rates of poverty, above 30.0 percent, are found south of Harding Way in the Midtown neighborhood, in the Downtown neighborhood, and south of SR-4 in the South Stockton and the East Stockton neighborhoods. The census tracts with poverty rates that are above 30.0 percent of the population generally coincide with the city's lower-income block groups (Figure HE-3, Local

Poverty Rates). Particularly high rates of poverty are in the Downtown (47.2 percent) bounded by East Park Street to the north, the Union Pacific Railroad Sacramento Subdivision line to the east, North Madison Street and El Dorado Street to the west, and the Mormon Slough to the south. This neighborhood includes the Amtrak Downtown ACE Station, 14 affordable multifamily complexes, single-family and multifamily housing units, Weber Point Events Center, DeCarli Waterfront Square, and a mix of industrial and commercial uses. Also, 43.5 percent of the population residing in the census tract in the Weston/Van Buskirk neighborhood (the Sierra Vista Annex-Conway Homes public housing development is in this tract) has an income below the poverty level. A poverty rate of 41.1 percent is seen in the residential areas east of the Union Pacific Railroad yards on either side of Airport Way in South Stockton, corresponding to the city's lowest-income residential areas, where housing typology and the presence of industrial uses likely account for increased housing affordability and higher rates of poverty. In addition, many areas south of SR-4 have historically been used as rail yard or port worker housing and were redlined areas, as discussed in the "Other Relevant Factors" section, with patterns of low incomes persisting in these areas. In general, elevated rates of poverty (above 20.0 percent) are found in the city's lower-income residential areas and often correlate with the locations of affordable multifamily housing units and mobile home parks.

Between 2013 and 2020, incomes have shifted in the city. The proportion of very low-income households has decreased from 33.1 percent in 2013 to 25.4 percent in 2020, with a similar decrease in the proportion of households (15.4 percent in 2013 to 13.9 percent in 2020) with median incomes between \$30,000 and \$45,000, roughly corresponding to the low-income category. Conversely, above moderate-income households with incomes between \$75,000 and \$124,999 increased from 18.9 percent in 2013 to 21.4 percent in 2020. The proportion of households with incomes generally corresponding to the moderate-income category shifted only a few tenths of a percentage point. In 2013, every census tract with an affordable multifamily complex was categorized as having a median income below \$40,000, whereas in 2020, many of the block groups in the Pacific

Avenue/Lincoln Village and upper Midtown neighborhoods that have affordable housing complexes also have median incomes above \$40,000. The northern, western, and eastern edges of the city have also seen increased median incomes.

This demonstrates that Stockton's residents have a wide range of incomes, with some distinctly higher-income areas in the northern half of the city; lower-income households predominate in the southern portion of the city where major transportation routes, industrial facilities, and nonresidential uses exist, in addition to historical practices of redlining. This pattern of income distribution is also evident in other jurisdictions in San Joaquin County along SR-99. However, though access to resources generally corresponds to income, as shown by TCAC/HCD Opportunity designations (**Figure HE-1**), there may be meaningful differences in access to other opportunity area factors, including the TCAC/HCD economic score, education domain score, and jobs/proximity index scores, which may contribute to higher-resource designations in lower-income areas. To improve access to areas of high opportunity for lower-income households, the City will work with developers to identify opportunities and reduce barriers to constructing higher density and affordable housing in higher income areas, particularly in the Trinity/Northwest Stockton, Brookdale/Country Club, Eight Mile/Bear Creek, and northeastern Morada/Holman neighborhoods; infill in the vicinity the Quail Lakes subdivision in Pacific Avenue/Lincoln Village neighborhood; and in the vicinity of University of the Pacific within the Midtown neighborhood, (Programs 5, 8, and 12) and will encourage construction of ADUs across the city to increase housing mobility opportunities (Program 6).

Regional Trends

Median household incomes in the COG are distributed similarly to the TCAC opportunity area designations previously discussed. As of the 2015-2019 ACS, the only census tracts within the COG that have median household incomes lower than \$30,000 are located in Stockton. However, many areas of Lodi; the unincorporated county area to the west and northwest of Stockton (including the Thornton community); communities immediately to the west of Stockton; and census tracts within Lathrop, Manteca, and central

Tracy; also have median household incomes below \$55,000, which is below both the State median income of \$87,100 and below Stockton's 2020 median income of \$58,393.

Census tracts in the far northeast and southeast of the unincorporated county tend to have median household incomes higher than \$55,000 and lower than the statewide median. These areas include the unincorporated communities of Lockeford, Collierville, Woodbridge and Clements. This is also true of the city of Escalon, the southwest side of Ripon, north and central Tracy, and much of Manteca, as well as unincorporated communities of New Jerusalem and Vernalis.

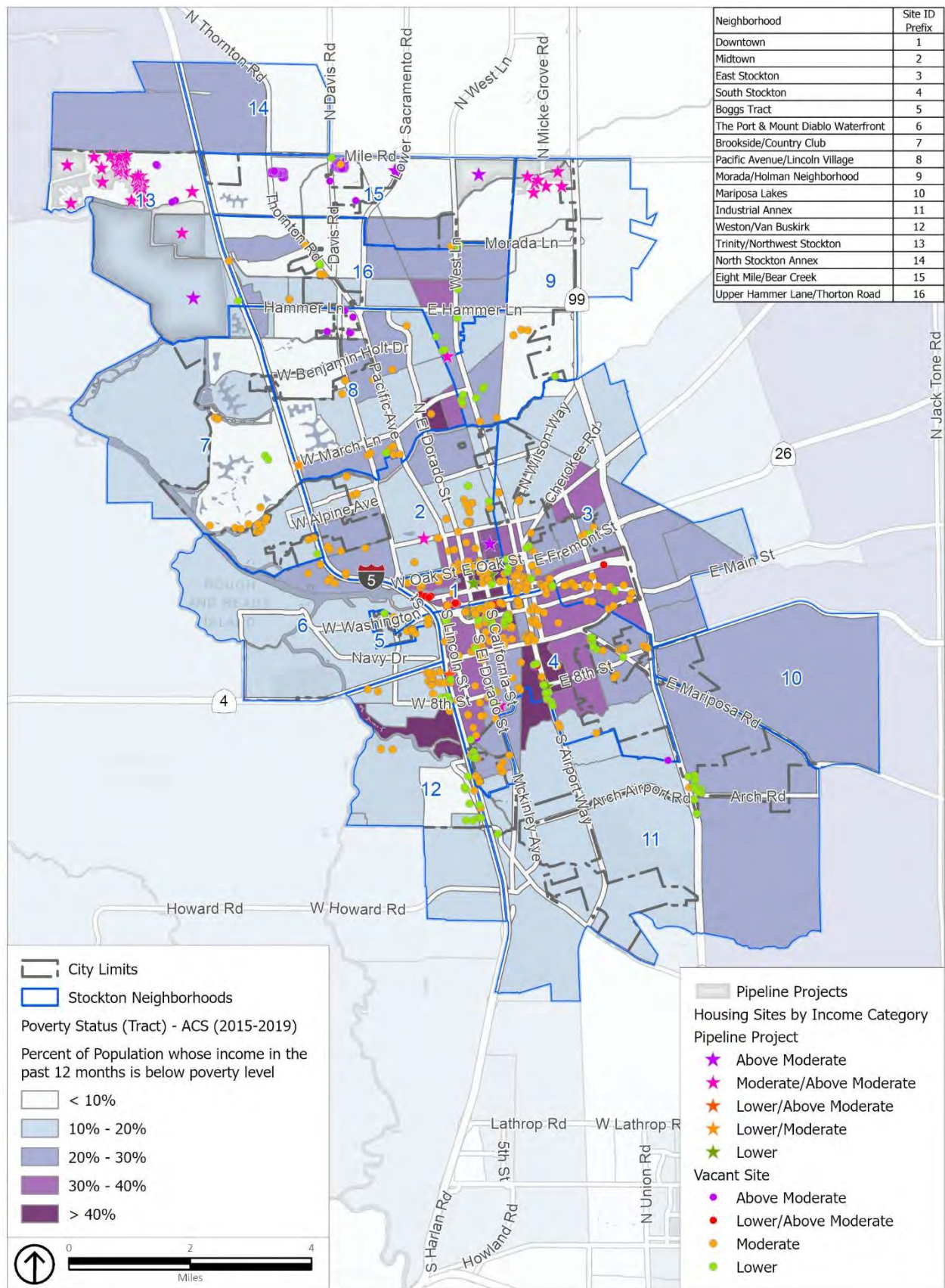
Many of the communities in the COG with incomes above the state median but below \$120,000 are the same communities identified as high and highest-opportunity areas under the TCAC designation system. This includes areas in north Stockton and in the SOI area north of Stockton including Morada; the unincorporated communities of Linden, Peters, and Farmington to the east; the northeast side of Ripon; much of Tracy and the unincorporated areas to the south including Chrisman; and the majority of the Lathrop area.

The COG area's highest-income community is the census tract covering Mountain House and the north side of Tracy, with a median household income of \$128,246. This is the only community in the COG with a median household income above \$125,000.

Few areas of the COG outside of Stockton have high concentrations of residents with incomes under the poverty line as of the 2015-2019 ACS. A small number of census tracts on the east side of Lodi, part of the unincorporated community of August, and the census tract that includes part of the Kennedy community represent the only areas outside of Stockton city limits where more than 30 percent of residents have incomes below the poverty line. However, August and Kennedy are also within the Stockton sphere of influence (SOI) area.

More medium concentrations of poverty, between 20 and 30 percent of the population, are located in the Lockeford area, the census tract that includes Thornton, a small number of census tracts in south-central Lodi and central Manteca, and in unincorporate communities just to the east and southeast of Stockton. Less than 20 percent of residents in each of the COG's other census tracts have incomes below the poverty line.

Figure HE-3: Local Poverty Rates



Source: 2015-2019 ACS

RACE AND ETHNICITY

The City of Stockton is one of San Joaquin County's more diverse jurisdictions; its share of minority residents is 80.6 percent, compared to 69.3 percent in San Joaquin County as a whole and 63.5 percent for the State (Table HE-5, **Population Breakdown by Race/Ethnicity**, in the HNA). The largest proportionate racial and ethnic concentrations in Stockton are Hispanic/Latino (43.5 percent), non-Hispanic Asian (20.5 percent), non-Hispanic White (19.4 percent), and non-Hispanic Black/African American (11.0 percent). Other demographic groups, including American Indian/Alaskan Native, Asian Hispanic, Multiracial Hispanic, Native Hawaiian, and Other are represented by smaller populations, each comprising 2.0 percent or less of the city's population. The racial and ethnic groups that experienced the most growth between 2013 and 2020 were Hispanic or Latino residents, non-Hispanic Asian residents, and non-Hispanic Black or African American residents, and the non-Hispanic White population declined from 22.3 percent in 2013. The data also indicate an increase in the number of residents who identify as multiracial or as part of other, unspecified racial and ethnic groups.

As illustrated in Figure HE-4, **Local Racial Demographics**, the northern portion of the city generally west of Lower Sacramento Road and North El Dorado Road and north of SR-4 has a greater concentration of block groups with non-White populations—between 41.0 and 60.0 percent—than the portion of the city south of downtown and SR-4. White non-Hispanic residents comprise majorities by block group in central Upper Hammer Lane/Thornton Road and Pacific Avenue/Lincoln Village neighborhoods between I-5 and Lower Sacramento Road, and in the Brookside/Country Club neighborhood west of I-5. Also, the block groups to the east and south of University of the Pacific in the Midtown neighborhood are primarily White non-Hispanic, likely in part due to a concentration of students in the area. is also one block group in the predominantly non-White Morada/Holman neighborhood, including the Friendly Village Mobile Home Park and the Imperial Stockton Estates Mobile Home Park, with a White non-Hispanic population of 48.0 percent, followed by Hispanic at 24.5 percent and Asian at 15.8 percent. These neighborhoods generally

coincide with high and moderate TCAC/HCD opportunity designations.

There are high concentrations of non-White residents, predominantly identifying as Hispanic or Latino, throughout most of South Stockton (south of SR-4), including in areas near the Stockton Metropolitan Airport and the border with French Camp, and in the East Stockton neighborhood. The data also indicate a smaller concentration of non-White residents along I-5 near West Hammer Lane, which includes a mix of Hispanic residents (around 36.0 percent), approximately 25.0 percent Asian residents, approximately 15.0 percent Black and African American, and a White non-Hispanic representation near 18.0 percent. There are also notable non-White concentrations along the city's eastern boundary toward SR-99. However, unlike the majority of areas in the city with proportions of non-White populations above 81.0 percent, in which Hispanic households are predominantly represented, the Morada/Holman neighborhood in the northeast section of the city is proportionately the most racially and ethnically diverse. The block group west of SR-99 and east of the Union Pacific Railroad Fresno Subdivision line has a predominance of Asian households (46.0 percent) followed by Hispanic or Latino households at 30.3 percent, non-Hispanic White at 10.8 percent, and Black and African-American at 7.5 percent, correlating with a high TCAC/HCD designation; the remainder of the block groups within this geographic neighborhood have mixes of Asian and Hispanic or Latino residents between 35.0 and 40.0 percent each, with non-Hispanic White and Black or African American groups ranging between 11.0 percent and 17.0 percent each. There is another concentration of very racially diverse residential areas in the Weston/Van Buskirk neighborhood, with a mix of Hispanic or Latino (39.1 percent), Asian (25.2 percent), Black and African American (21.2 percent), and White non-Hispanic 8.8 percent) residents. This data indicates that there are racially and ethnically integrated neighborhoods in the city that generally correlate to moderate and high resource designations.

Generally, the city's most racially and ethnically diverse neighborhoods coincide with the city's lowest-income neighborhoods and neighborhoods designated as Areas of High Segregation and Poverty, as well as locations of affordable multifamily housing resources and the two Sierra Vista public housing communities. These neighborhoods are found in predominantly Hispanic communities in the southern section of the city (**Figure HE-4, Local Racial Demographics**), although the racial and ethnic composition of the two public housing communities is more diverse, with roughly half of the residents identifying as Hispanic or Latino, and one-quarter each identifying as Black and Asian.

Similar to many jurisdictions in the San Joaquin Valley, Stockton once experienced redlining, which influenced racial and ethnic patterns in the city, and these communities may have more limited access to resources and opportunities than households with similar incomes living in other parts of the county (see the section titled "Other Relevant Factors"). However, in recent decades, Stockton has experienced dramatic integration and persistent diversity. The 2010-2014 and 2016-2020 ACS data reflect nearly identical spatial distributions of racial and ethnically diverse groups; however, there have been substantial shifts in the Pacific Avenue/Lincoln Village, Midtown, East Stockton, and Morada/Holman neighborhoods from lower to higher proportional representations of non-White demographic groups. In general, areas of the city that are the most diverse now were also the city's most diverse since the early 2000s, though these neighborhoods are more diverse today than they were previously.

This indicates that Stockton is home to a diverse population of residents with a wide range of household incomes, with generally higher incomes in areas of higher White non-Hispanic communities as well as neighborhoods with higher proportions of Asian-identifying residents on the east side of the city; distinctly lower incomes are found in communities with higher proportions of Hispanic-identifying residents living in the southern half of the city, with some neighborhoods experiencing high poverty and segregation and identification by HUD as a R/ECAP, discussed in the following section.

Regional Trends

As of the 2014-2018 ACS, much of the San Joaquin COG region is predominantly Hispanic or White, as is the case for many of the census tracts in Stockton. The Cities of Manteca, Lodi, and Ripon each have a mix of block groups with predominantly White or Hispanic populations. In Lodi, segregation between these areas seems to be more pronounced, as non-White residents make up less than a third of residents in most predominantly White block groups. In central Lodi, one block group has a non-White population that represents only 19.5 percent of the total population according to the 2015-2019 ACS. Toward the east side of Lodi, where the community is predominantly Hispanic, block groups have non-White populations of as much as 90.9 percent of residents. In Manteca, predominantly White areas still have significant non-White populations, with many predominantly White areas in the 2014-2018 ACS having non-White populations of between 50 and 60 percent in the 2015-2019 ACS due to shifting populations or having multiple moderately-sized non-White minority communities that make up a majority when combined. In Lathrop's majority Hispanic and Asian areas, non-White residents make up more than 75 percent of residents in each block group. In its predominantly White southwest side, non-White residents make up 48.4 percent of the population. Escalon is an exception to this mix of White and Hispanic communities in incorporated areas, as all of the block groups in this city are predominantly White, and non-White communities make up 31.7 to 41.3 percent of residents.

Several unincorporated communities to the north and northeast of Stockton are predominantly White, including Collierville, Acampo, Lockeford, and Clements. To the far east of the city, block groups that include the unincorporated communities of Peters and Farmington are also predominantly White. South of Stockton, the unincorporated communities of Banta, Stoneridge, New Jerusalem, and Vernalis are also predominantly White, as are the unincorporated areas surrounding Ripon and Escalon. However, as is the case in incorporated cities, in many of these areas non-White residents represent at least thirty percent of the population, indicating that some majority-White areas may be approaching a balance of White and non-White residents. The predominantly White block groups with

the lowest percentage of residents who identify as non-White are located in the north of the Linden community (28.6 percent of residents) and immediately west of Lodi (27.2 percent).

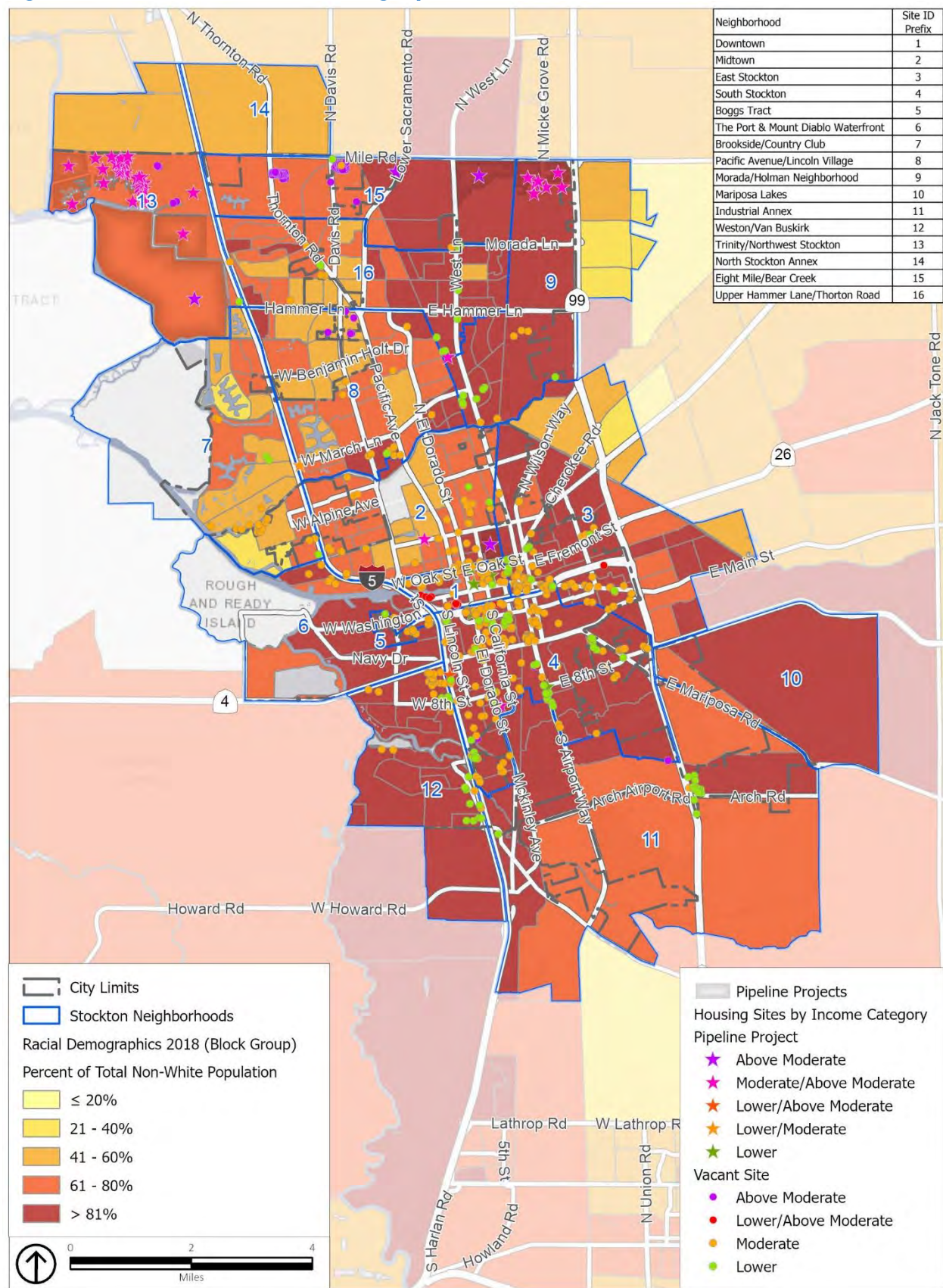
Unincorporated areas to the northwest of Stockton including Thornton are predominantly Hispanic. Of unincorporated areas in the County, this community has one of the higher concentrations of non-White residents in the county (75.9 percent). This is also true of the block groups to the southwest of Stockton and to the north or west of Lathrop, including French Camp (73.9, 80.5, and 82.3 percent), and immediately to the southeast near the airport (76.9 percent of residents). The block groups in the far southwest region of the unincorporated county, including the south side of Tracy and the unincorporated community of Chrisman, are also predominantly Hispanic, with 61.9 percent of residents identifying as non-White. It is worth noting that these large concentrations of non-White residents in predominantly Hispanic areas are not necessarily all Hispanic, but that Hispanic residents make up the largest community in the area. Block groups with predominantly Hispanic populations are also located in the east of Stockton, the Noble Acres community, part of Linden, and several unincorporated areas to the east of Stockton without larger named communities. In these areas the percent of residents that identify as non-White is closer to 50 percent.

As with several areas of north Stockton, one block group that includes the community immediately to the north of the city has a predominantly Asian population. In this block group, 86.7 percent of residents identify as non-White, though not all non-White residents necessarily identify as Asian. This high concentration of non-White residents is also true of the unincorporated Mountain House and Lammersville area (74.3 percent of residents) and a small area on the west side of Tracy (80.3 percent non-White), each of which has a predominantly Asian population. The block group covering part of central Lathrop and the area just to the north of the city is also predominantly Asian, and 82.4 percent of residents in this area identify as non-White.

Data for several unincorporated areas to the west of Stockton and north of Tracy on predominant populations and the percent of the population that are non-white are not available from the 2015-2019 ACS.

To increase housing mobility opportunities for lower- and moderate-income households and non-White households, the City will implement Program 12 to continue to support construction of high-density housing in areas with better access to opportunities to facilitate economic mobility for lower-income residents and will promote construction of a range of housing types to meet a variety of needs.

Figure HE-4: Local Racial Demographics



Source: Esri, 2018

R/ECAPS and RCAAs

Concentrations of minority populations or concentrations of affluence may indicate a fair housing issue despite relative integration compared to the region.

R/ECAPS

In 2013, HUD developed a method for identifying disproportionate impacts of poverty on racial and ethnic minority groups that relies on a racial and ethnic concentration threshold, as well as a poverty test. **Figure HE-5, Racially or Ethnically Concentrated Areas of Poverty (R/ECAP)**, identifies the R/ECAP areas in Stockton by census tracts based on the HUD criteria. Concentrations of R/ECAP tracts are located throughout Downtown Stockton and the areas immediately to the south of SR-4 in South Stockton, correlating with several of the tracts identified by the Home Owners Loan Corporation Redlining Grade (University of Richmond, 2021) as “Declining” and “Hazardous,” and a TCAC/HCD Opportunity Resource designation of High Segregation and Poverty. Many of the deed restricted housing complexes in the city are included within the boundaries of the R/ECAPS, with the highest concentration in the Downtown, which likely contributes to the concentration of households in poverty. The R/ECAP tract geographic distribution is very similar to that of lower income households, with proportions of renter households above 60.0 percent; between 15.0 to 29.5 percent of residents live in overcrowded conditions in all but one census tract (which is adjacent to rail switching yards and largely industrial uses); over 60.0 percent of renters pay over 30.0 percent of their income for housing (one census tract in Homestead community has slightly lower renter overpayment at 56.1 percent); and over 40.0 percent of owners overpay for housing. Also, between 20.0 percent to 60.0 percent of households in these census tracts are single female-headed households.

There are also three scattered census tracts identified as R/ECAPS in the Upper Hammer Lane/Thornton Road and Pacific Avenue/Lincoln Village neighborhoods. While the census tracts northwest of the intersection of West Lane and East Hammer Road, and the census tract southeast of the intersection of East March Lane and North El Dorado Street are designated as TCAC/HCD Areas of High Segregation and Poverty, the census tract

southeast of the intersection of Thornton Road/Pacific Avenue and West Hammer Lane has a moderate TCAC/HCD resource opportunity designation. Within this census tract, the median income in 2019 was \$42,939 and the percentage of persons in poverty is 21.1 percent, with 37.2 percent of children in the tract in households below the poverty level. As well, 77.2 percent of the population is non-White, which meets the requirement for a R/ECAP having a non-White population over 50.0 percent of the total tract. Based on these characteristics, this tract has a concentration of non-White households but the population rate is below that required of a R/ECAP. As stated previously, HUD identified R/ECAP areas in 2013. Therefore, more current data suggest that this area may have experienced a decrease in poverty rate. However, household characteristics still indicate a concentration of lower-income, cost-burdened households. Approximately 75.9 percent of households are renters, 57.3 percent of renter households overpay for housing, and 33.4 percent of homeowners overpay for housing; it is located in a moderate risk of flooding zone; there are two affordable housing complexes; and while the senior population is fairly low in this tract, at 12.8 percent of the total tract population, 57.6 percent of seniors experience a disability, which is equivalent to 44.8 percent of the persons with disabilities in this tract.

The City will provide opportunities for provision of mixed-income housing integration through Programs 6 and 12.

RCAAS

Where the R/ECAP areas reflect concentrations of poverty, HCD has developed an alternative metric focused on areas of Racially Concentrated Area of Affluence (RCAAs). An RCAA is defined as a tract in which the percentage of a population tract that identifies as White is 1.25 times higher than the percentage that identifies as White in the entire COG region (also called the Location Quotient), and where the median income is at least 1.5 times greater than the COG AML. There are two RCAA areas in Stockton—one in the Upper Hammer Lane/Thornton Road neighborhood with a TCAC/HCD High Resource Opportunity area designation, and the Brookside Country Club neighborhood with a Highest TCAC/HCD Resource Opportunity area designation. The limited distribution

of RCAAs reflects the relatively high representation of communities of color in most of Stockton as well as the limited affluence level (**Figure HE-6, Racially Concentrated Areas of Affluence**).

In contrast to R/ECAPs, RCAAs usually have persisted due to decades of focused investment, appreciated value of real estate, and wealth generation resulting from discriminatory practices and covert (and in some cases overt) racially restrictive covenants, indicating possible barriers to entry for non-White and lower-income households in these neighborhoods. The UC Merced Urban Policy Lab found that White residents of Stockton are the most isolated compared with other ethnicities. Stockton's isolation index of 0.248 for White residents means that the average White resident lives in a neighborhood in which 24.8 percent of the population is White. Therefore, the higher percentage of non-Hispanic White population in the RCAAs indicates that there are other factors that have influenced this level of segregation.

As discussed in greater detail in the "Other Relevant Factors" section, the Brookside Country Club RCAA tract coincides with the development of the Brookside Master Planned community in the late 1980s, designed as an elite golf course community emphasizing security, better educational facilities, and an exceptional quality of life. Though racial discriminatory exclusion was not direct, the community was socioeconomically differentiated by income and the ability to pay the high market rate home prices and association fees. In 2020, the RCAA has an overall median income of \$105,766, and a Location Quotient of White population of 1.47 (47.1 percent White), although the actual percentage of White population varies within the four block groups encompassed by the RCAA.

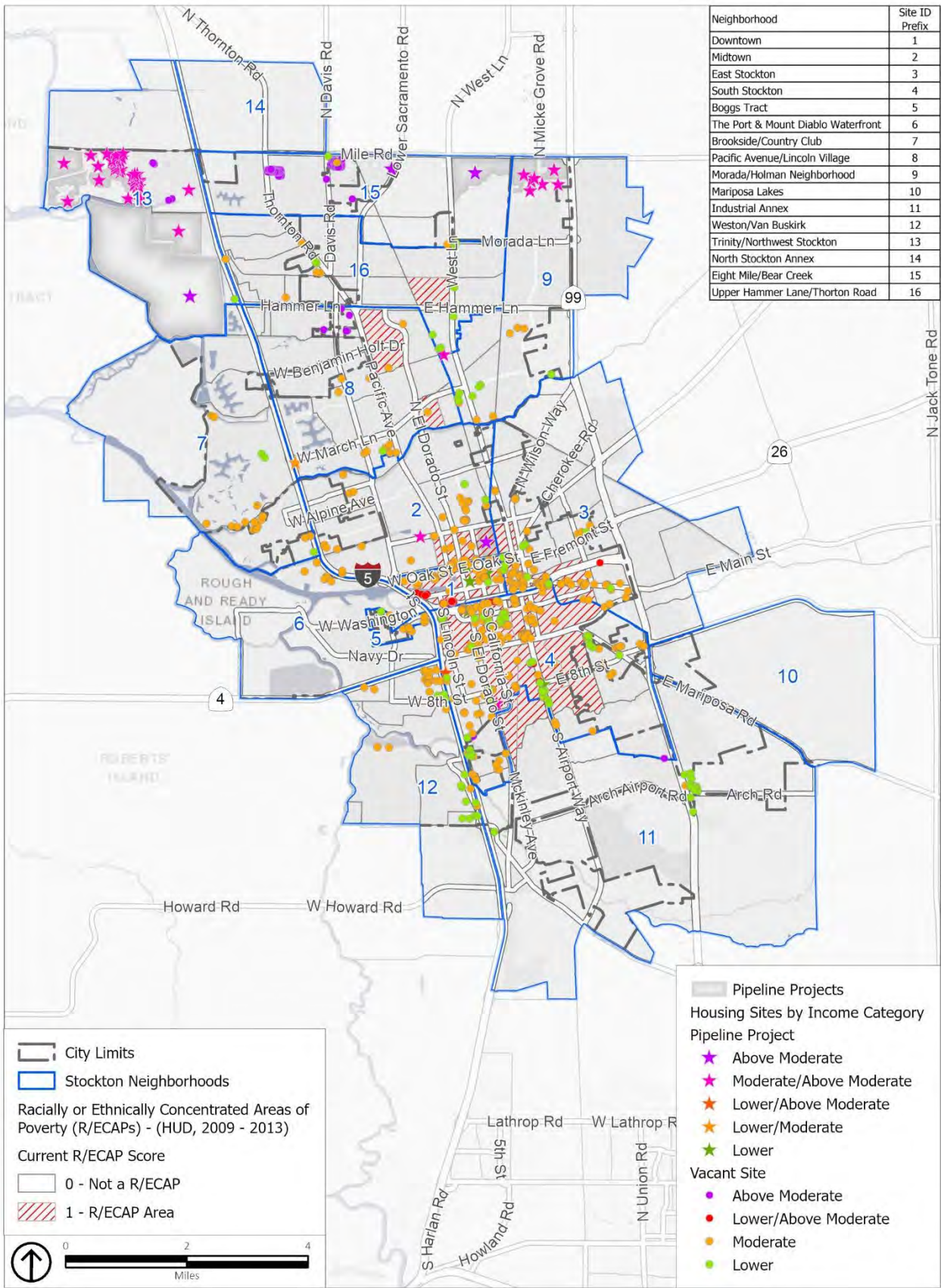
Although the median income within the four block groups remains among the highest in the city, the racial and ethnic composition of the Brookside RCAA has been shifting, and should this trend continue over the next decade, the Brookside Country Club neighborhood may no longer qualify as an RCAA. In 2010 (2010 census), the proportion of White population ranged from 48.2 to 71.8 percent, with two block groups at 63.0 percent; followed by Asian residents comprising between 18.4 to 30.9 percent; and Hispanic residents

did not exceed 12.6 percent in any block group. In comparison, in 2020 (2016-2020 ACS), the White population had diminished to between 32.4 and 57.1 percent; the Asian population had risen to between 20.1 and 32.4 percent for an average of 21.6 percent tract-wide; and the Hispanic population had increased to between 13.4 and 25.3 percent for an average of 22.1 percent within the tract. While this shift in the racial and ethnic composition of the RCAA suggests that White residents may be relocating elsewhere in the city, it also indicates increasing integration and housing mobility opportunities for (higher income) non-White populations.

The second RCAA is not as clearly distinguished from other census tracts with higher income residents, although it meets the parameters of the RCAA definition; the Location Quotient is 1.26 (40.4 percent White), with a median income of \$96,118 and a High resource designation. The non-White population is more heavily Hispanic, at 30.5 percent of the tract population, with a fairly equal mix of Asian and Black residents—approximately 11.0 percent. The RCAA encompasses the Stonewood Estates community, also developed in the mid-1980s, with home values averaging \$500,000. Similar to the Brookside RCAA, the racial and ethnic composition has shifted from 54.0 percent White in 2010 to 40.4 percent White in 2020, and though the income remains high, in relative terms the overall median income in the tract is lower than in 2010. Based on these characteristics, it is likely that this tract will no longer meet the RCAA parameters at some point in the near future. However, the shift in socioeconomic characteristics indicates that this RCAA has provided housing mobility opportunities for moderate-income households and non-White households in a TCAC/HCD High resource designated area.

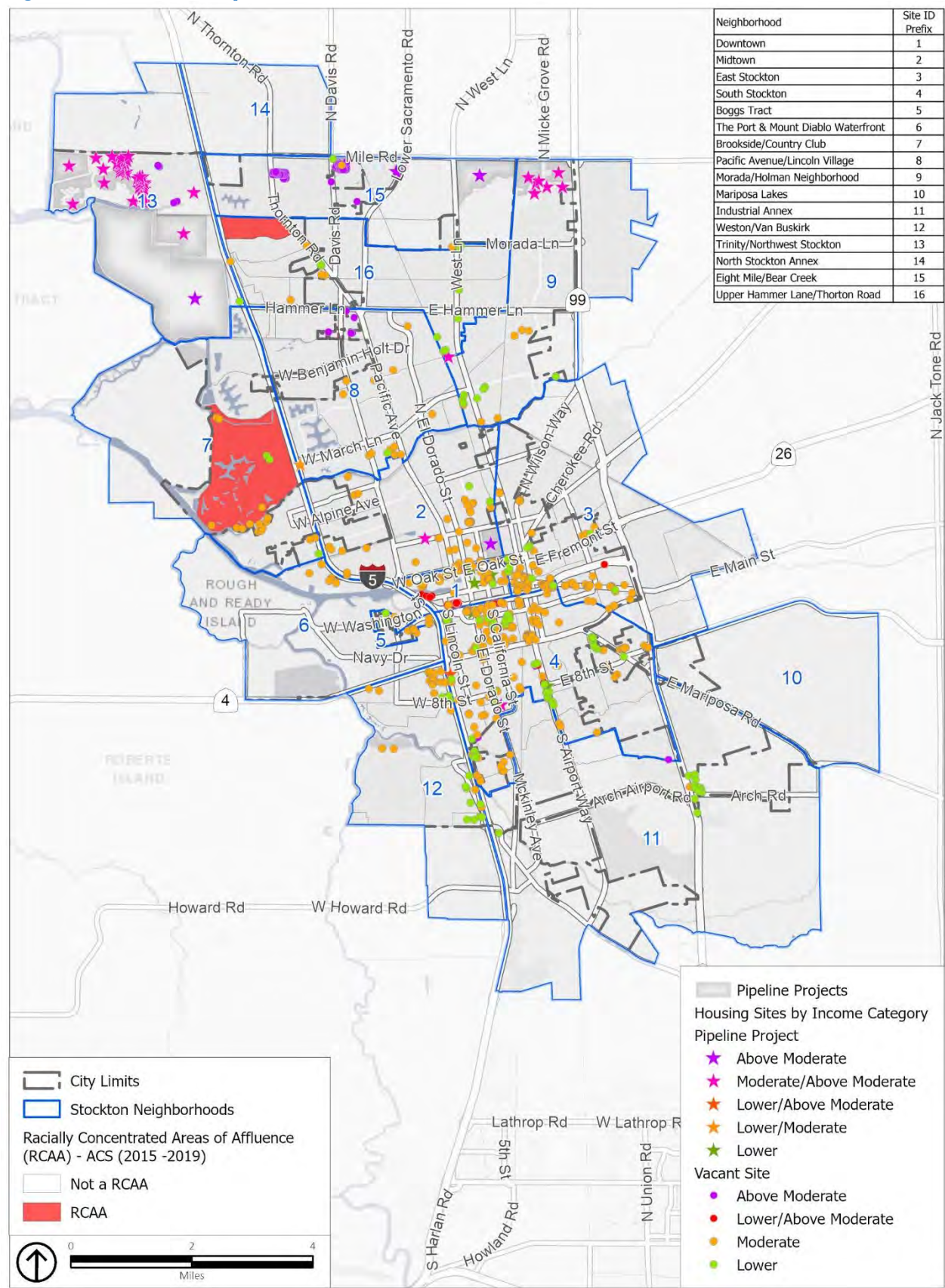
The City will commit to Programs 6, 12, 14, 15, 17, 26, and 27 to integrate affordable housing into these neighborhoods to increase housing mobility opportunities and increased access to resources for lower income households.

Figure HE-5: Racially or Ethnically Concentrated Areas of Poverty



Source: HUD, 2013

Figure HE-6: Racially Concentrated Areas of Affluence



Source: 2015-2019 ACS, HCD 2022

Regional Trends

The majority of R/ECAP areas in San Joaquin COG are located within Stockton. However, one census tract on the northeast side of Lodi was also designated a R/ECAP. No other cities or unincorporated areas of the county have R/ECAP-designated areas.

Two areas of Lodi were considered RCAAs, one tract that includes the city's west side and an adjacent unincorporated area and another that includes the city's north side. Median household incomes in these areas were \$109,375 and \$103,750, respectively. Non-White residents represented less than a third of the population in each of these areas.

The north side of Ripon was identified as an RCAA. As previously discussed, this is a predominantly White area with a median household income of \$101,957.

The area southwest of Tracy, which is a predominantly Hispanic area, was also identified as an RCAA. Though the community has a predominant Hispanic population, White residents make up 38.1 percent of the community, which is approximately at the threshold of White population to qualify as an RCAA in San Joaquin County. This area has a median household income of \$113,269.

No other areas of the unincorporated county or cities within the County were identified as RCAAs.

FAMILIAL STATUS

Approximately 72.5 percent of Stockton households are family households, defined by California law as a household of two or more persons, regardless of relationship status. As indicated by **Table HE-36, Female-Headed Households**, in the HNA, 30.3 percent of family households are headed by single females with no spouse, which is greater than in San Joaquin County at 25.1 percent, and the state at 26.2 percent. Similarly, Stockton has a greater proportion of single female-headed households with children under the age of 18 (8.1 percent of all households and 26.8 percent of total female-headed households) compared to countywide (5.8 percent of total households and 23.1 percent of female-headed households) and statewide (4.7 percent of total households and 17.9 percent of female-headed households). Of the total number of female-headed

households in the city, 28.9 percent have incomes below the poverty level. Overall, female-headed households with children comprise 55.5 percent of total households in poverty in Stockton, which indicates that these households are at particular risk of displacement and challenges securing affordable housing. The spatial distribution in the northern portion of the city of single-parent, female-headed households with children of between 20.0 to 40.0 percent of the total number of single female-headed households in the tract is generally consistent with TCAC/HCD Low and Moderate opportunity designations in the Morada/Holman and Upper Hammer Lane/Thornton Road neighborhoods, and the portion of the Pacific Avenue/Lincoln Village neighborhood east of Thornton Road as well as south of March Road. The entire East Stockton neighborhood shows rates of single-parent, female-headed households with children between 20.0 to 40.0 percent of the total number of single female-headed households. Data indicate that there is a common correlation between higher rates of single-parent, female-headed households with children in the census tracts with lower-incomes, a predominance of non-White households, and availability of affordable housing resources.

The spatial distribution of single-parent, female-headed households with children of between 40.0 to 60.0 percent of the total number of single female-headed households in the tract is generally consistent with TCAC/HCD Opportunity Areas of High Segregation and Poverty designations and lower-median household incomes. The majority of the southern portion of the city, including the Downtown, portions of the East Stockton neighborhood, and South Stockton neighborhoods, have rates of single-parent, female-headed households with children between 20.0 to 60.0 percent of the total number of single female-headed households in the tract. Higher rates of this household type in lower-resource, lower-income areas suggest that children in these households may have more limited access to resources and opportunities compared with children living in other parts of the city or in other family configurations. However, the higher presence of single female-headed households with children in low resource areas is not a consistent correlation in all census tracts. There are two census tracts designated TCAC/HCD High resource opportunity in the Pacific Avenue/Lincoln Village neighborhood, where between

40.0 to 60.0 percent of households are single female-headed households with children. In the census tract bounded by I-5 to the west, Grouse Run Drive to the east, and March Lane to the south, median incomes range from \$60,341 to \$98,491 (**Figure HE-7, Children in Female-Headed Households**), with non-White populations between 41.6 to 69.3 percent. However, although the census tract south of Weberstown Mall is designated High resource opportunity, it has a median household income of \$39,240, and 79.2 percent of the population is non-White, which aligns more closely to the pattern of higher rates of this household type in lower-income, more racially and ethnically diverse areas, suggesting that the more positive TCAC/HCD designation is a result of proximity to access to resources, amenities, and educational facilities.

Regional Trends

As of the 2015-2019 ACS, few areas of the San Joaquin COG area outside of Stockton have significant concentrations of children living in households headed by a single female householder. Areas with more than 20 percent of children living in this household type tend to be located within cities, with two exceptions. In the Lockeford area, 36.4 percent of children live in this household type, and in the census tract that includes the communities of New Jerusalem and Vernalis, 26.8 percent of children live in households with single female householders. Neither of these census tracts was among the region's lowest-income areas.

In San Joaquin COG's incorporated areas, medium concentrations of children in female-headed households are more common. In Escalon, 22 percent of children live in this household type, which is a similar rate to two census tracts in north and central Tracy (25.2 and 22.3 percent of children, respectively). Each of these census tracts has a median household income above \$65,000.

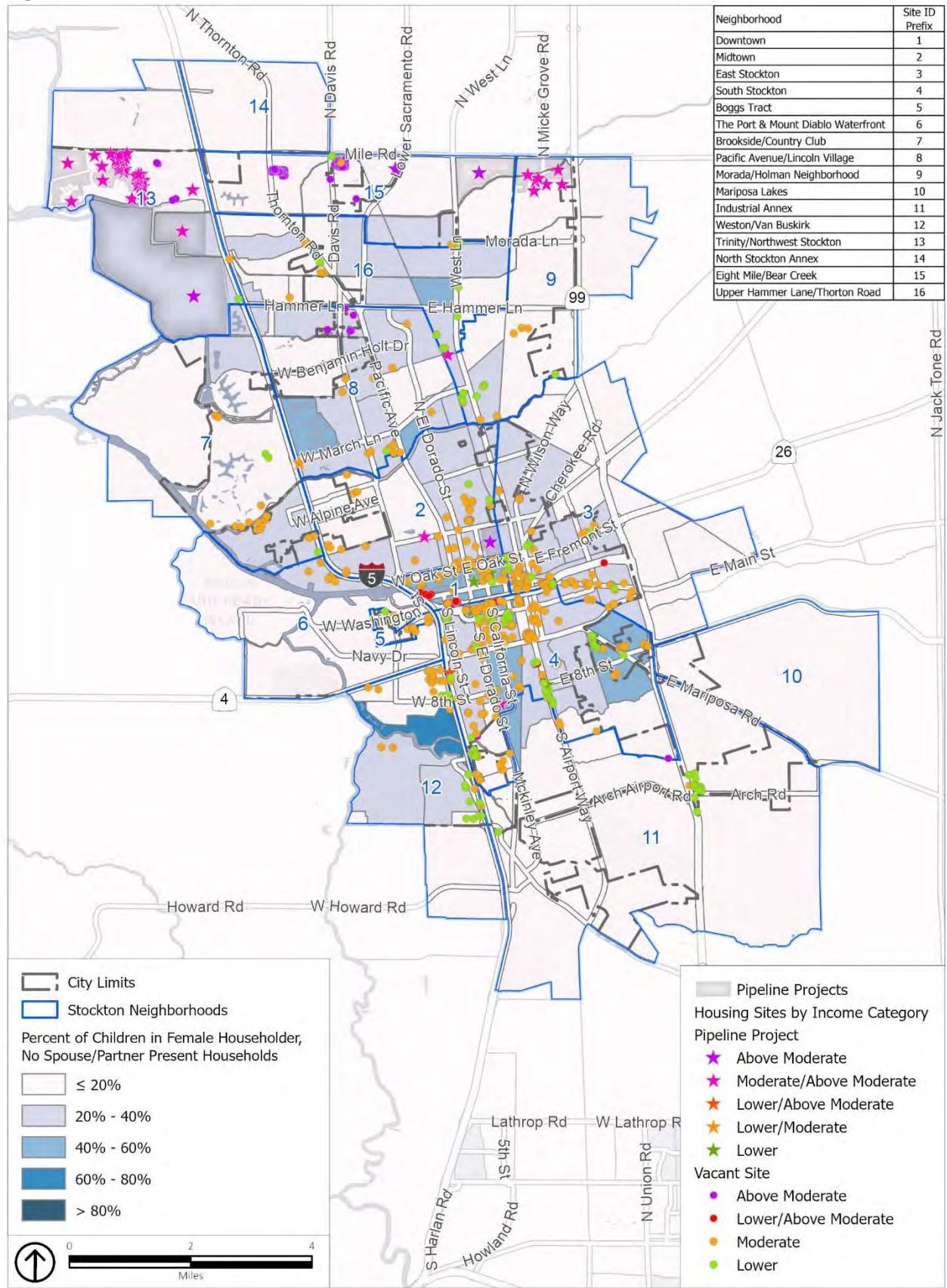
Central Manteca has three small census tracts where 32.0, 27.0, and 22.9 of children live in female-headed households, and central Lathrop has one census tract where 20.6 percent of children live in this household type. However, in both cities fewer than 20 percent of children in the remaining census tracts live in female-

headed households. Each of these census tracts has a median household income above \$50,000.

Lodi's northeast side has a collection of three census tracts where more than one-quarter of children live in female-headed households with 33.4, 25.5, and 32.2 percent of children living in this household type, respectively. The first two of these three tracts are also the city's lowest-income areas, with median household incomes of \$33,438 and \$36,037. The third has a median household income of \$57,931. Another tract on the city's south side has a medium concentration of children in female-headed households (23.2 percent) and has a median household income of \$55,284.

The census tract with the highest rate, between 61.0 and 80.0 percent of single female-headed households with children, is found in the Weston/Van Buskirk neighborhood in the southwest portion of the city. The census tract is designated an Area of High Segregation and Poverty, which also corresponds to the location of the Sierra Vista–Conway Homes Annex affordable public housing community. This indicates a concentration of single-parent, female-headed households in a low-resource, low-income, and predominantly non-White neighborhood.

Figure HE-7: Children in Female-Headed Households



Source: 2015-2019 ACS

Data from the 2016-2020 ACS indicate that approximately 22.2 percent of households consist of residents living alone. A slightly higher proportion (54.6 percent) of single-person households are renters compared to homeowners (45.4 percent). The spatial distribution of single-person households is fairly evenly distributed throughout the city at a rate below 20.0 percent of households (**Figure HE-8, Adults Living Alone**). However, there is a concentration of single-person households ranging from 28.7 percent to 42.6 percent of the total households in three census tracts in and near the Greater Downtown area. Almost one-quarter (24.4 percent) of the population in these tracts are Generation Z (age 7 to 25), with Millennials (age 25 to 42) comprising 28.9 percent of the population, followed by Baby Boomers (age 59 to 77) at 19.3 percent, and Generation X (age 43 to 58) at 18.5 percent. Individuals over 77 represented only 7.0 percent of the population. All three census tracts are TCAC/HCD designated as an Area of High Segregation and Poverty and are identified as a R/ECAP by HUD. As well, there are 17 affordable housing resources in this area, several of which are operated by the Housing Authority of County of San Joaquin as permanent supportive housing for the formerly homeless. There is also one area with a concentration of single-person households above 20.0 percent in the census tract adjacent to University of the Pacific campus in the Midtown neighborhood with a TCAC/HCD Moderate resource opportunity designation. Within this tract, the largest age cohort is again Millennials at 25.8 percent, with Baby Boomers comprising 22.4 percent of the population, Generation Z at 20.9 percent and Generation X at 14.9 percent. In contrast to the Downtown however, the oldest age cohort represents 13.5 percent of the population. While the higher proportion of persons who live alone in this tract could be partially attributed to its adjacency to the college campus, the higher proportions of persons in the older age cohorts suggests that a portion of residents may be aging in place, particularly associate with convenient access to a range of medical facilities. Although incomes range between \$17,478 to \$57,03, and 20.0 percent of the population has an income below the poverty line, the two affordable housing complexes and student living arrangements may contribute to the dynamic of lower economic conditions and single-

person households, and therefore the population in this tract is not considered at risk of displacement.

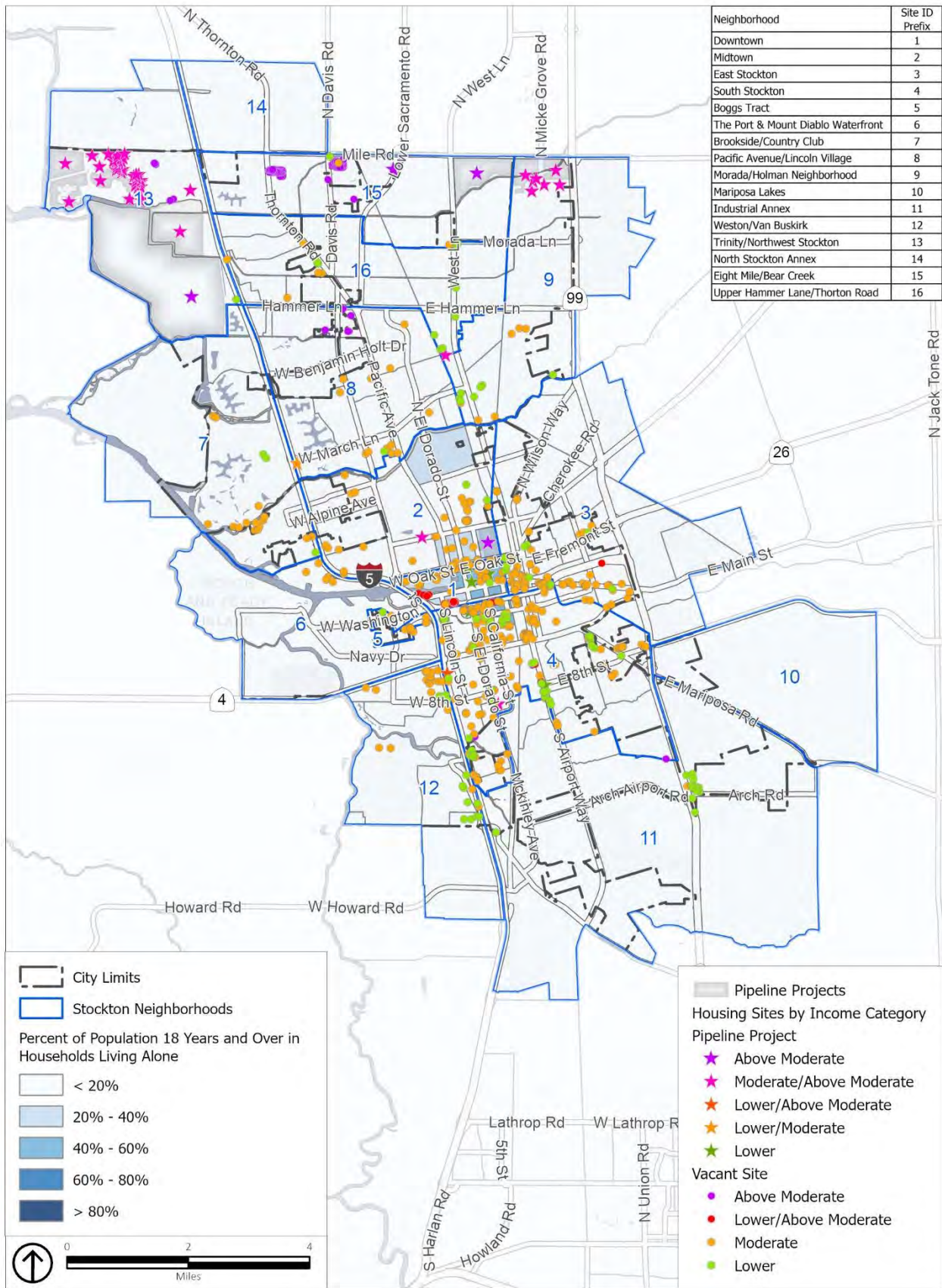
The City will implement Programs 6 and 30 to improve access to affordable housing for single-parent female headed households and single person households in areas of higher opportunity by encouraging construction of affordable units in a range of sizes, and improve opportunities in low-opportunity areas.

Regional Trends

As is the case in many of Stockton's census tracts, rates of adults living alone are typically low throughout the San Joaquin County COG area. Only one census tract outside of Stockton has a rate of adults living alone that is higher than 20 percent. This tract, located in Lodi, is also one of the census tracts with a higher percentage of children living in female-headed households. Though it is not one of the city's lowest-income tracts, with a median household income of \$57,931, medium concentrations of both groups may indicate housing that may be more affordable to single-income households.

Three of the region's highest-income census tracts also have some of its lowest rates of adults living alone. These include the Mountain House area and the two tracts directly south, where 3.8, 3.0, and 2.0 percent of households are adults living alone. These tracts have median household incomes of \$128,246, \$119,479, and \$113,269, respectively. These tracts also have relatively low percentage of children living in female-headed households (8.3, 5.4, and 0 percent, respectively). This suggests that housing in this area may be less affordable to single-income households.

Figure HE-8: Adults Living Alone



Source: 2015-2019 ACS

PERSONS WITH DISABILITIES

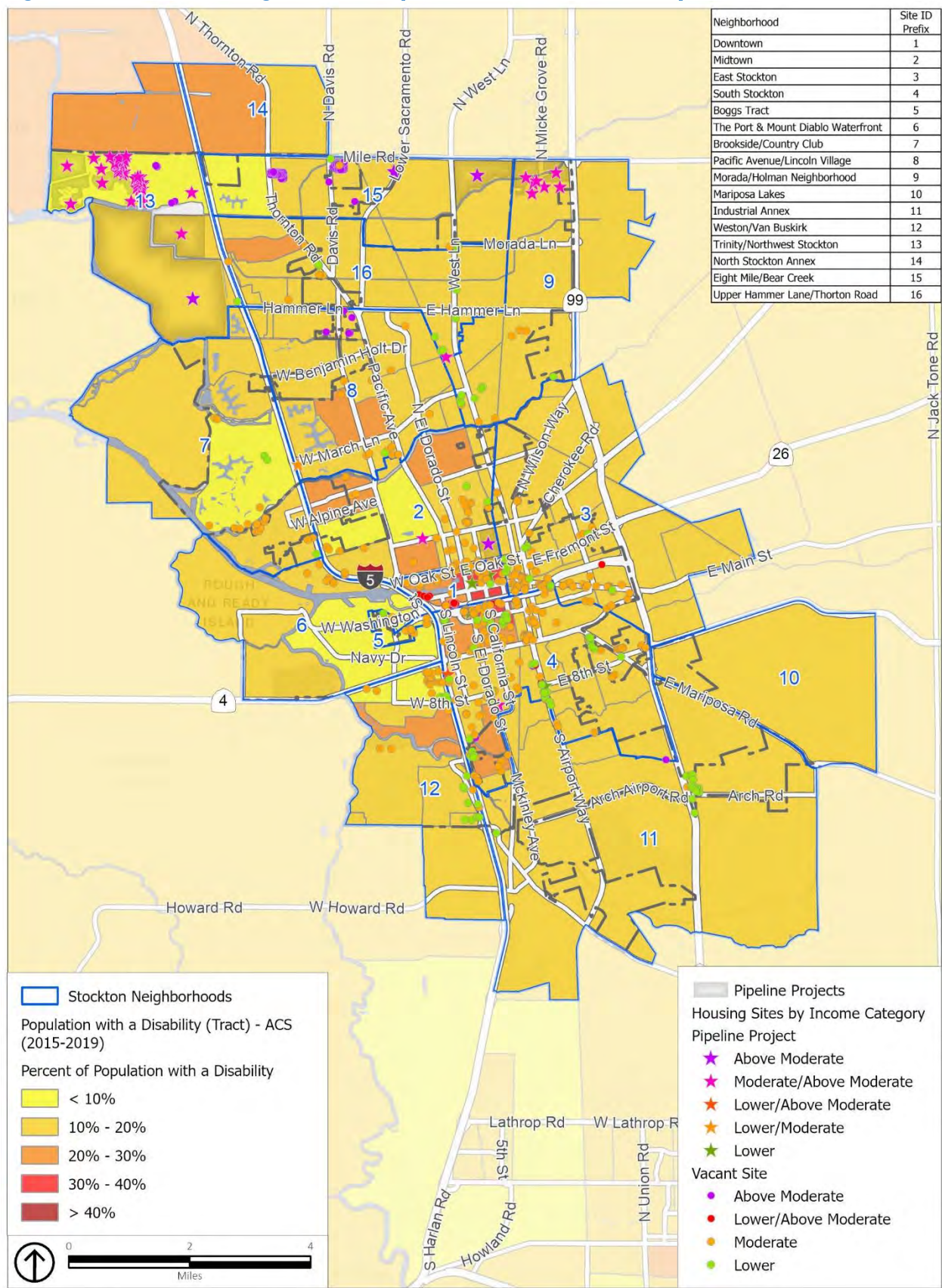
Persons living with disabilities are an important population with special needs with respect to housing. Such persons are often more likely to live in poverty, struggle to secure and maintain adequate employment, and sometimes require significant accommodations in housing. As shown in **Table HE-33** in the HNA, 14.6 percent of the total population in Stockton five years and older had one or more disabilities in 2020, compared to 13.3 percent countywide and 8.0 percent in California. Among school age children, the most frequent disability was cognitive (48.6 percent). For persons ages 18 to 64 years, the most frequent disabilities were ambulatory (27.4 percent), cognitive (23.2 percent), and independent living (20.8 percent). Among seniors, ambulatory and independent living disabilities were the most frequent (29.2 percent and 21.6 percent, respectively).

Figure HE-9, Percentage of the Population with a Disability, shows the geographic distribution of residents with disabilities by census tract. The spatial distribution of Stockton residents living with disabilities is consistent with patterns demonstrated by Areas of High Segregation and Poverty and lower-income households, with lower rates of disability generally corresponding to High and Moderate resource designated areas. The majority of the city has a rate of persons with a disability below 20.0 percent, with census tracts with 10.0 percent or below of residents experiencing a disability found in the Trinity/Northwest Stockton, Brookside Country Club, Midtown (University of the Pacific), and the Port and Mount Diablo Waterfront (which contains very little residential population) neighborhoods. Census tracts with a share of residents with a disability between 20.0 percent to 30.0 percent of the total population are found in four tracts north of the Greater Downtown. Two of these tracts are adjacent to University of the Pacific campus, and one is adjacent to and inclusive of San Joaquin Delta College. The availability of commercial uses, services, amenities, and transit opportunities in the vicinity of the campuses suggests that these areas may be attractive residential options for persons with disabilities, with TCAC/HCD designations ranging from Low resource west of University of the Pacific to High resource to the east of University of the Pacific and the San Joaquin Delta College environs. The final census

tract with a high rate of persons with disabilities is in the Upper Hammer Lane/Thornton Road neighborhood between I-5 and Thornton Road, including the Wagner Heights Rehabilitation Center, suggesting that the residents of this facility contribute to the higher incidence of disability. South of Greater Downtown in the Weston/Van Buskirk neighborhood, the census tract north of French Camp and Walker Slough, west of I-5, including the Sierra Vista II affordable public housing complex, has a rate of persons with disabilities of 23.1 percent, of which 29.7 percent are seniors (although seniors comprise less than 10.0 percent of the total population in this tract, 65.0 percent experience a disability). This census tract is TCAC/HCD designated as an Area of High Segregation and Poverty, has a poverty rate of 43.5 percent, and the highest rate of single female-headed households with children.

The census tracts with the highest proportion of residents with disabilities are found in Greater Downtown Stockton, north of Dr. Martin Luther King Boulevard (formerly East Charter Way,) east of I-5, south of West Harding Way and East Park Street, and west of North Van Buren Street and the Union Pacific Railroad Sacramento Subdivision/ACE line. The proportion of persons with disabilities range from 19.6 to 20.8 percent in the census tracts south of Harding Way and north of West Park Street (between 34.8 and 47.3 percent of disabled persons in these tracts are seniors); to 31.1 percent in the downtown core (33.7 percent of persons with disabilities are seniors); to just over 25.0 percent in the census tract to the west and southwest of the Downtown core (with seniors between 27.9 and 48.9 percent of disabled persons). As previously discussed, the Greater Downtown area is designated a TCAC/HCD Area of High Segregation and Poverty, HUD identifies it as a R/ECAP, and a large number of affordable housing and homeless resources are located in the vicinity, with transit opportunities available at the Amtrak Downtown ACE Station, the nearby Amtrak San Joaquin Street, and the Greyhound terminal at the corner of South Center and East Market Street.

Figure HE-9: Percentage of the Population with a Disability



Source: 2015-2019 ACS

There are several licensed assisted living facilities available to persons living with disabilities in Stockton. According to the State of California Licensing Division, accessed February 2023, there are 227 adult residential facilities with capacity for 1,490 residents, and 3 adult day care facilities southwest of the Industrial Annex neighborhood in the unincorporated French Camp area, with daily capacity for 235 persons. These residential homes are for adults with intellectual and developmental disabilities who also have medical, behavioral, or age-related support needs. There is also capacity for 1,948 persons in licensed senior residential facilities, with some of the largest being O'Connor Woods Assisted Living with capacity for 499 seniors, Camlu Assisted Living with capacity for 160 residents, Del Monte Stockton with capacity for 158 seniors, and Golden Haven with capacity for 150 seniors. Facilities are clustered largely within the western half of the Pacific Avenue/Lincoln Village; in the vicinity surrounding San Joaquin Delta College and the commercial services and amenities along Pacific Avenue and March Lane; and in the lower Morada/Holman neighborhood. There is also a cluster of assisted living facilities in the Midtown neighborhood in the vicinity of the St. Joseph's Medical Center between Pacific Avenue and North Airport Way, as well as within the Greater Downtown area in higher-density neighborhoods. Most facilities correspond with areas of concentrated disability, therefore explaining the higher rates of disabilities in these tracts compared to other areas of the city. As well, multifamily senior independent and single-family active adult communities are located throughout the city.

The City also requires new developments to comply with Title 24 of the 2022 California Building Code to ensure that all new construction meets accessible design standards, thus ensuring that all new housing is accessible for all residents regardless of disability. Additionally, the City will ensure that older housing that may not meet the same accessibility requirements can be adapted as needed through its Reasonable Accommodation process, discussed in the Governmental Constraints section of this Housing Element, and by seeking funding to assist with modifications (Program 29).

To improve access to housing for senior residents and other residents with disabilities, the City has included Program 27 to encourage all new units to be universally designed so they are accessible for both occupants and visitors.

Regional Trends

Most areas of the San Joaquin COG area outside of Stockton have rates of disability lower than 20 percent of residents, with the exception of the census tract that includes the community of Thornton, where 20.4 percent of residents have a disability, and one census tract in Manteca, where 20.3 percent of residents had a disability. Of the Thornton tract's residents with a disability, 44 percent were senior residents (i.e. over 65 years old). The tract covers a large unincorporated area, but also extends slightly into the northern part of Stockton's SOI. Housing in this area may be more affordable to residents with disabilities.

While as previously discussed there are several census tracts within Stockton that have higher or lower concentrations of residents with disabilities, many have similar rates to unincorporated areas to the west and south of the city, as well as to much of Manteca (between 10 and 20 percent of residents).

In Manteca, only 29.2 percent of disabled residents in its tract with the highest disability rate were seniors. The concentration of residents with a disability in this area of Manteca is likely attributable in part to the presence of Mercy Adult Care, an assisted living facility, and possibly to Union Court, an affordable housing property that may be more affordable to residents with disabilities.

Communities of the COG area with the lowest percentage of residents with disabilities include the two higher-income census tracts in and around Mountain House (6.5 and 5.6 percent of residents, respectively). Of disabled residents in these two tracts, 46.0 and 55.8 percent are seniors. This indicates that it may be more challenging for residents with existing disabilities to move into this community, potentially due to high housing costs. It is possible that older residents with disabilities in this area may have already owned their homes prior to developing a disability.

ACCESS TO OPPORTUNITY

TRANSIT MOBILITY

Transit mobility refers to an individual's ability to navigate the city and region on a daily basis to access services, employment, schools, and other resources. Indicators of transit mobility include the extent of transit routes, proximity of transit stops to affordable housing, and frequency of transit.

Regional rail transit is provided by the San Joaquin Regional Rail Commission (Amtrak San Joaquins), which services 18 train stations in the San Joaquin Valley. Originating in San Francisco, the route travels to Oakland and Richmond (with connection to BART); up through Sacramento to Stockton; continuing to Modesto, Merced, Madera, Fresno, Hanford, and Bakersfield; to Los Angeles; and through Orange County to San Diego, with intermediate stations. ACE rail provides four trips per day to the Tri Valley and Silicon Valley. Sacramento service (including a shuttle connection to the Sacramento Airport) is expected to begin operating in 2025. In addition to rail service, Amtrak San Joaquin offers a Thruway Bus network with a connection at the Stockton San Joaquin Street Station serving Los Angeles, San Francisco, Yosemite, Napa, Las Vegas, Arcata, Chico, and San Luis Obispo. Thruway connections are also available between Redding and Sacramento, and between Santa Cruz and Stockton via San Jose on the Altamont Corridor Express, connecting to Silicon Valley business shuttles and BART.

Stockton Metropolitan Area residents are served by the San Joaquin Regional Transit District (RTD). There are six transit service types in the RTD system serving Stockton. The RTD Local fixed route connects BRT Express, Intercity Local, Hopper, and Commuter services as well as VanGo! and Dial-A-Ride paratransit services. San Joaquin RTD is one of the transit operators in the Access San Joaquin Consolidated Transportation Services Agency formed by multiple transit operators in San Joaquin County. One of the primary goals of Access San Joaquin is to improve the quality of transportation services for low-mobility groups such as

seniors and people with disabilities, discussed in greater detail later in this section.

Two Commuter routes provide service north to Sacramento. Route 150 operates between the Downtown Transit Center and the Dublin BART Station between 4:00 am and 7:20 pm on weekdays, with a stop at the Tracy Transit Station and weekend service between 7:00 am and 10:30 pm; Route 163 connects Stockton to Lodi and Sacramento via SR-99 on weekdays, with service originating in Stockton at 5:30 am and the last bus from Sacramento arriving back in Stockton at 6:30 pm. Monthly round-trip fares from Stockton to Sacramento are \$176 monthly or \$7.00 one way.

RTD launched its first Bus Rapid Transit (BRT) Express Corridor in 2007. BRT Express routes are key corridors, some up to six miles in length, and are important interconnections within the transportation system for the city of Stockton. BRT operates five fixed local intracity express routes between the Downtown Transit Center at California Street and East Weber Avenue, throughout the city, with connections at the Hammer Transfer station. Routes are operated from 5:20 am to 10:11 pm on weekdays and from 7:00 am to 7:44 pm on Saturday, depending on the route.

There are 21 local routes that serve the Stockton community via the Downtown Transit Center, Mall Transfer Station, and Hammer Transfer Station. As well, there are seven Local Hopper routes and five Hopper County routes. Metro Hopper is a deviated fixed-route service serving popular destinations throughout the Stockton city limits, operating Monday through Friday, 6:00 am to 6:30 pm, running approximately every hour. County Hopper is a deviated fixed-route service serving San Joaquin County and providing intercity connections between Stockton, Tracy, Lodi, Manteca, Ripon, Lathrop, and Escalon. There are five weekday routes that operate from 5:30 am to 9:00 pm. The BRT Express, Local, Intercity, and Hopper systems charge \$1.50 for a single ride; the discounted rate for seniors over age 60, persons with disabilities, and Medicare cardholders is \$0.75; and children are free. A one-day pass is \$4.00 with the discount rate at \$2.00. Monthly full-price passes are \$65.00, with discount fares at \$30.00, and special student fares at \$40.00.

Exhibit 1- 2023-2031 Housing Element

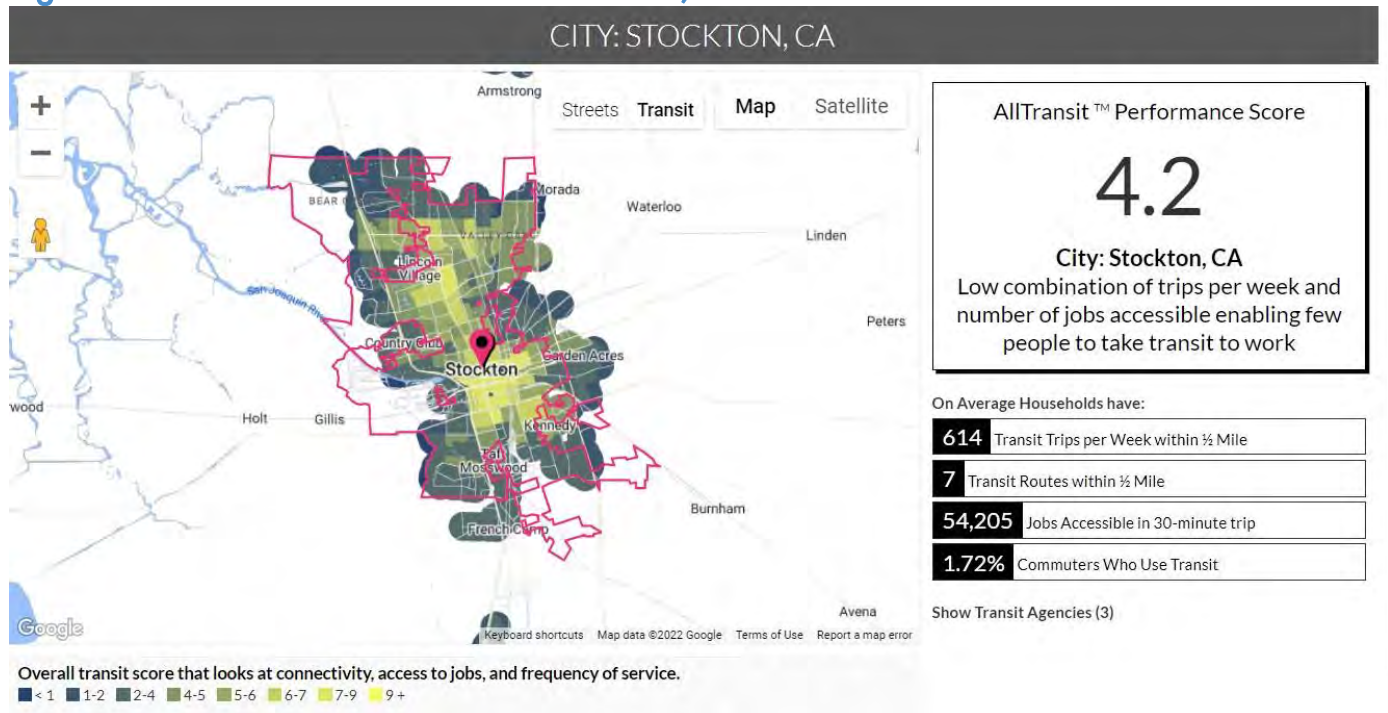
The new RTD VAN Go! pilot program offers trips throughout San Joaquin County, with no set zones or transfers required. Van Go is an on-demand ride-share service that can be booked up to 48 hours in advance. Travel does not operate on a fixed schedule; however, patrons are provided an estimated pick-up window. From one to three passengers can be accommodated. The set fee for the first five miles of a personalized route is \$4 per person, with \$0.50 per additional mile per person. Discount fare cards are available for \$3.00 per person with a \$0.50 per mile charge.

In order to accommodate ADA-certified passengers who are not able to reach fixed-route stops, each Hopper can deviate from its normal route a distance of up to one mile. The service covers approximately 75.0 percent of the Stockton Metro Area for ADA-certified customers with the one-mile deviation. Within a rural area, each County Hopper can also deviate from its normal route a distance of up to one mile. Reservations are required. RTD offers Paratransit Dial-A-Ride for those who qualify under the Americans with Disabilities Act (ADA). This program is specifically designed for

individuals who, due to their disability, are functionally unable to use fixed-route services in San Joaquin County. This service is available seven days a week by appointment only and operates within three-quarters of a mile of Stockton Metro Area (SMA) fixed routes. Persons interested in this service must obtain certification under the ADA through an eligibility process.

According to AllTransit, (see **Figure HE-10, Transit Score in Stockton**), Stockton has an overall transit score of 4.2, which is comparable to other cities in the San Joaquin Valley, reflecting a relatively low combination of trips per week and number of jobs accessible via transit. While there are seven transit routes in Stockton, with most residential neighborhoods located within a half mile of one or more routes, only 1.7 percent of commuters use transit. Annual ridership on the Altamont Corridor Express (ACE) commuter rail service between Stockton and Santa Clara has more than doubled from 2010 to 2019, suggesting that commuters from Stockton may rely on ACE rather than local and regional bus routes because their jobs that are more easily accessible via ACE.

Figure HE-10: AllTransit Performance Score, 2022



Source: AllTransit, 2022.

HOUSING MOBILITY

As presented in HNA **Table HE-31: Housing Tenure, 2020**, 50.1 percent of households are renters in Stockton. The homeownership vacancy rate in the city is 0.4 percent, and the rental unit vacancy rate is 2.6 percent. This may indicate that, while there is a greater shortage of ownership units for renters seeking homeownership and existing homeowners seeking a new home, there are also limited mobility opportunities for households seeking rental opportunities. Renters are the slight majority tenure in Stockton, and HCV participants are present throughout most of the city (**Figure HE-11, Housing Choice Voucher Distribution in Stockton**). There are six census tracts in which 15.4 to 28.8 percent of renter households use an HCV. Three of the census tracts with HCV usage above 15.0 percent are in the Upper Hammer Lane/Thornton Road neighborhood. The greatest concentration is in the Stockton Summerplace and Knickerbocker/Tam O'Shanter Drive residential areas, where 28.8 percent of renter households use an HCV. The homes in these areas are generally older, smaller single-family stock, much of which has been converted to rental units, with high proportions of renter households. In addition to HCV usage, there are also two affordable multifamily complexes within this census tract providing 499 affordable housing units. Correlating to this high HCV usage and presence of affordable housing units, the rate of poverty is 36.3 percent, with median incomes ranging between \$26,462 and \$37,127.

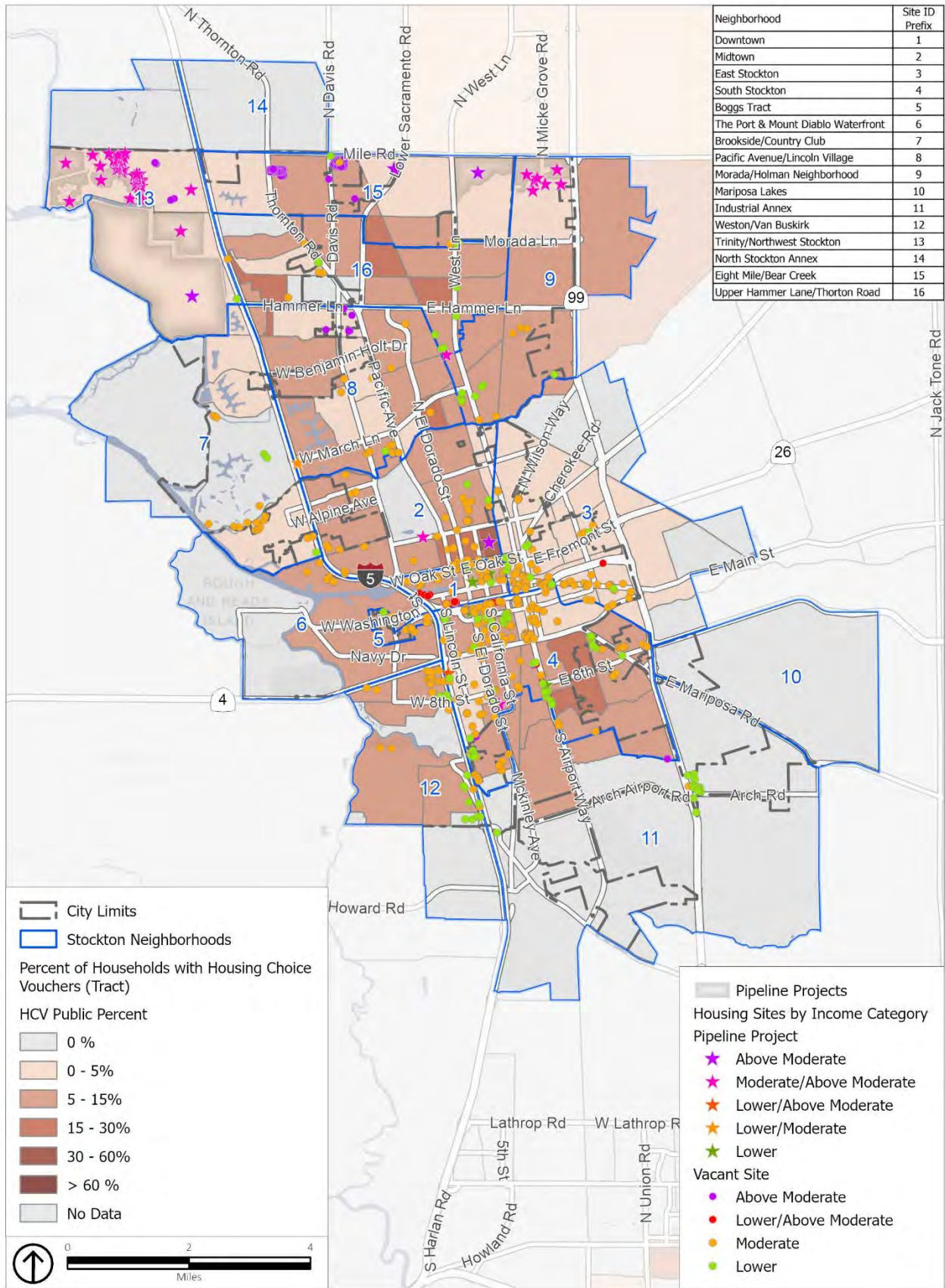
The second highest concentration is found in the Pacific Avenue/Lincoln Village neighborhood, to the southeast of the Pacific Avenue commercial corridor, where 22.7 percent of renters use an HCV, and renters comprise 85.3 percent of households. In addition to the HCVs, there are two affordable multifamily complexes offering 133 units, and the housing stock includes several condominium type complexes. Correlating to this high HCV usage and presence of affordable housing units, the rate of poverty is the highest in the city, at 41.9 percent, with median incomes in the two western block groups of this tract at \$25,328 and \$28,419, and concentrations of non-White populations above 93.5 percent. The census tract in the Midtown neighborhood directly adjacent to Downtown, inclusive of the Cal State University Stanislaus–Stockton campus, is also an area

with a high poverty rate at 33.9 percent and low median incomes between \$13,244 and \$33,873 (although these incomes may reflect population associated with the college) and reflects an HCV usage rate of 16.7 percent.

High rates of HCV use (15.5 percent) are also found along the southeast edge of the South Stockton neighborhood in a census tract inclusive of unincorporated county land. In addition to HCV usage, the Housing Authority of the County of San Joaquin and Central California Housing Corporation provide 215 Sierra Vista Homes public housing units. Correlating to this high HCV usage and presence of affordable housing units, a location in the vicinity of the Stockton Airport, industrial uses, and the Union Pacific Railroad track switching yards, the rate of poverty ranges from 41.1 percent in the northern block group to 31.5 percent in the southern block group, with median incomes ranging between \$24,743 to \$26,050 and over 98.0 percent non-White populations.

Throughout the rest of the city, HCV renter use is lower than 15.0 percent, with the majority of the city having HCV usage rates between 5.0 and 15.0 percent (**Figure HE-11, Housing Choice Voucher Distribution in Stockton**), with rates between 10.0 to 15.0 percent adjacent to tracts with the highest concentration of voucher users. The lowest HCV usage is found in the northern portions of the city, the western edge, in the East Stockton neighborhood, and in the Pacific Avenue/Lincoln Village neighborhood around San Joaquin Delta College and University of the Pacific. The concentration of voucher recipients in the neighborhoods with HCV rates above 15.0 percent may be due to the availability of housing that is affordable with a voucher, meets the condition requirements of the voucher, or that landlords in other areas of the city are unaware of the requirement to accept vouchers. The concentration in the Stockton Summerplace and Knickerbocker Drive residential areas may also be due to the high percentage of female-headed households found in that census tract.

Figure HE-11: Housing Choice Voucher Distribution in Stockton



Source: HUD, 2021

Stockton median rent for apartments and condos is \$1,823, based on a survey of 97 available rentals on October 12, 2022. The price range for apartments was between \$850 to \$2,437 for studio to four-bedroom units (see HNA **Table HE-30: Average Rental Rates, 2022**). Based on 2022 ability to pay for housing based on HCD Income Limits as shown in **Table HE-27** in the HNA, only households with median incomes would be able to afford the median rent. The fair market rent for three-bedroom units, the most common size rental unit in the Stockton MSA, as established by HUD, is \$1,607, but the average monthly rent for a three-bedroom unit, inclusive of multifamily units, condos, duplex to fourplex units, or single family attached or detached units converted to rental properties, was \$2,357, which would be above the affordability range of lower- and median-income households. This indicates that the majority of market-rate rental units, at sizes appropriate to accommodate a variety of household sizes, are only attainable to moderate-income households, indicating a need for additional stock of rental units available at fair market rents affordable to lower-income households, particularly very low- and extremely low-income households. To increase opportunities for housing mobility, the City shall work with the Housing Authority of San Joaquin County to increase voucher acceptance in areas of higher income through Program 11. Strategies may include partnering with the Housing Authority to provide biannual training to landlords regarding fair-housing requirements, including the requirement that they accept vouchers, and educate property owners in Moderate resource areas, as defined by TCAC higher-income neighborhoods, about the benefits of voucher holding-tenants, encouraging them to market available units at their rental properties to voucher holders; and assess the feasibility of a landlord incentive program for landlords that choose to accept voucher-holding tenants. The landlord incentive program could be focused on Low resource areas, as defined by TCAC, or neighborhoods that experience higher rates of rental increases.

Regional Trends

HCV use in the San Joaquin COG region tends to be concentrated around the City of Stockton and areas in its SOL. In many unincorporated areas outside of the Stockton SOL, most tracts had no renter households using HCVs, and in tracts where HCVs were in use,

fewer than five percent of renter households used them. Unincorporated communities with HCV usage included the northern area of Mountain House, where 2.0 percent of renter households (24 households) used HCVs. In the Census tract between Stockton and Lodi, 3.0 percent of renter households (19 households) used HCVs.

Within other cities in the COG area, fewer than 5 percent of renter households used HCVs in most census tracts where HCVs were in use. This includes one census tract in Tracy (3.7 percent of renter households, or 33 households) and eight in Lodi, ranging from 1.2 to 2.2 percent of renter households. One census tract in central Manteca had an HCV usage rate of 6.1 percent of renter households, the highest outside of the Stockton area. Four other tracts in Manteca had households using HCVs, with rates ranging from 1.6 to 4.7 percent of renter households. No renter households in Lathrop, Ripon, or Escalon used HCVs.

Employment Opportunities

According to Census Longitudinal-Employer Household Dynamics Origin-Destination Employment Statistics (LODES) data, 34.4 percent of the labor force in the city of Stockton is employed in the city itself; conversely 65.6 percent of Stockton residents are employed outside of the city limits. 53.8 percent of Stockton residents are employed within the San Joaquin County metropolitan area, while 19.4 percent of Stockton residents work elsewhere in the county. Approximately 16.5 percent of Stockton residents are employed in the San Francisco-Oakland-Berkeley MSA, 9.2 percent in the Sacramento-Roseville-Folsom MSA, 4.8 percent to the San Jose-Santa Clara MSA, and 3.3 percent work in the Modesto MSA. A small proportion, less than 1.5 percent each, are employed in Solano County, Fresno County, and other southern California locales, although 2.6 percent are employed in the Los Angeles-Long Beach-Orange County MSA. Although specific data is not available, the recent work-from-home employment trend that increased remote employment potential may account for a portion of the employment locales in outlying metropolitan areas. Commutes over 50 miles, generally outside of San Joaquin County, are primarily to the west and southwest toward the Bay Area (54.6 percent of long-distance commutes), with 26.1 percent of the long

distance commutes southeast to cities along SR-99, with concentrations in the cities of Merced, Madera, and Fresno. Only 9.0 percent of Stockton residents travel north-northeast to the Sacramento area.

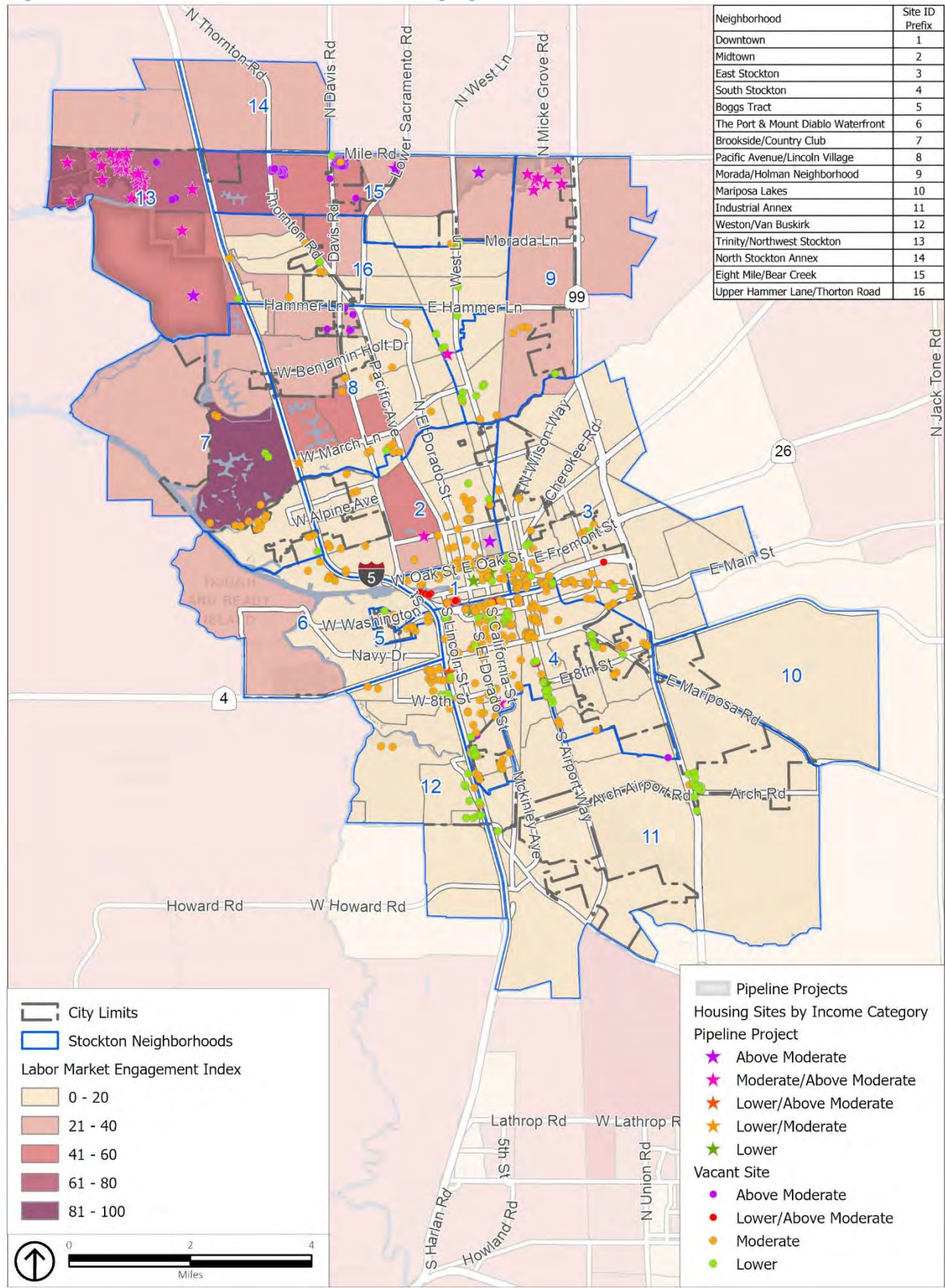
Slightly over one-half of Stockton residents work in San Joaquin County, and 43.6 percent of Stockton residents live within 10 miles of their place of employment. According to LODES data, 44.5 percent of these workers travel south and southeast of their place of residence; 34.2 percent travel north, northwest, and northeast; 11.9 percent travel to the southwest and west; and 9.3 percent travel east. Because the lineal distance between northern and southern city limits is approximately 15 to 16 miles, this may include either intracity commutes, work-from-home employment, and short commutes from within the city to locations external to city limits. Intracity commutes and work from home account for 34.4 percent of the Stockton workforce; therefore, approximately 9.2 percent of Stockton residents with short commutes work in the vicinity of the city yet outside of the city limits, which could include the airport, expanding industrial facilities south along I-5 toward French Camp, and in developing tracts north and east of the city.

The Labor Market Engagement Index (**Figure HE-12, Local Labor Market Engagement**) depicts the relative intensity of labor market engagement and characteristics of the labor force in a geographical area, typically a census tract. This is based on three factors: unemployment rate; labor force participation rate; and educational attainment (BA degree and higher). The higher the score, the higher the labor force participation and hence potential earnings associated with higher levels of educational attainment. In Stockton, the Labor Market Engagement Index indicates the highest participation rates are in the northwestern residential neighborhoods from the northern boundary of the city to the Calaveras River, and along the northeastern and western edges of the city. The areas of the city with the highest Labor Market Engagement Index (88) include the villages within and north of the Brookside/ Country Club neighborhood, which also correlates to the area with the highest median incomes in the city, over \$95,000, as well as TCAC/HCD most positive educational outcomes and the most positive economic outcomes percentile rankings. The census tracts,

including the University of the Pacific and Dameron Hospital in the Midtown neighborhood, have labor market participation rates between 35 and 70, correlating to areas with median incomes between \$87,100 and \$125,000, and TCAC/HCD positive economic outcomes in the 50th to 75th percentile range, although educational outcome domain scores are lower, between the 20th and 60th percentile range. Conversely, the labor market index is lowest in the central and southern portion of the city, within the areas identified as R/ECAPs, and in the northeastern portion of the city, with labor market indices below 10, generally correlating to areas with median incomes below \$55,000.

In Stockton, the unemployment rate was approximately 9.7 percent, although this rate reflects the unemployment rate during the height of the COVID epidemic and therefore does not represent the more accurate conditions reported by the US Bureau of Labor Statistics, which is 5.2 percent as of December 2022 (see HNA **Table HE-11, Unemployment Rates**). The unemployment rate closely reflects those found throughout San Joaquin County in 2020, suggesting that residents of Stockton had similar access to employment opportunities during the pandemic. The jobs-household ratio was 1.2 in 2020, indicating that there is a strong balance between jobs and housing; however, this figure could also be reflective of the increase in persons working remotely during the pandemic and reporting their workplace as Stockton. As well, as discussed above, 34.4 percent of the labor force in the city of Stockton is employed in the city itself; conversely 65.6 percent of Stockton residents are employed outside of the city limits, suggesting that while the number of jobs in the city and labor force participation are fairly equivalent, the majority of residents living in the city work outside of the city, and conversely, the majority of jobs available in the city are filled by persons commuting in from other localities.

Figure HE-12: Local Labor Market Engagement



Source: HUD, 2021

Figure HE-13, Local Jobs Proximity, shows that central Stockton has the closest proximity to jobs, with scores above 90 in the vicinity of Downtown and up to 98 in portions of the Midtown neighborhood. However, many of the census tracts with the higher jobs proximity scores align with those with the lowest employment participation scores, are designated as R/ECAPS, and exhibit rates of poverty 20.0 percent and higher. These areas also generally correlate with TCAC/HCD Educational Outcome and Economic Outcome scores falling below the 25th percentile range, suggesting that while there are many job opportunities in these tracts, the resident population is not filling them. Scores in the northern portion of the city indicate furthest proximity to jobs, falling between the 5th to 15th percentiles, although these same areas reflect market participation index scores ranging between the 43rd and 65th percentile. These areas are predominantly newer residential neighborhoods with incomes among the highest in the city, also corresponding to TCAC/HCD Economic and Educational Outcome Domain scores above the 75th percentile. Based on the employment destination data previously discussed, a portion of residents in these neighborhoods may commute to employment opportunities outside of the city, supporting recent trends of households with higher paying jobs relocating from the Bay area to newer market rate residential developments in Stockton. While **Figure HE-13, Local Jobs Proximity**, and **Figure HE-12, Local Labor Market Engagement**, show discrepancies in access to or engagement in labor market opportunities, the unique characteristics of employment opportunities in and near Stockton suggest that these maps may not reflect economic conditions in the city, and that proximity to jobs does not indicate higher economic outcomes, access to resources, or employment engagement. Therefore, although there are employment opportunities associated with upper-level educational facilities throughout the city, and a substantial business and industrial base in the Downtown, South Stockton, and Industrial Annex neighborhoods, providing a variety of employment options available to residents of Stockton, the high rates of residents commuting outside of the city and unemployment rates in sections of the city with concentrations of jobs suggests that access to employment opportunities does pose a fair housing issue because there is not a strong correlation between

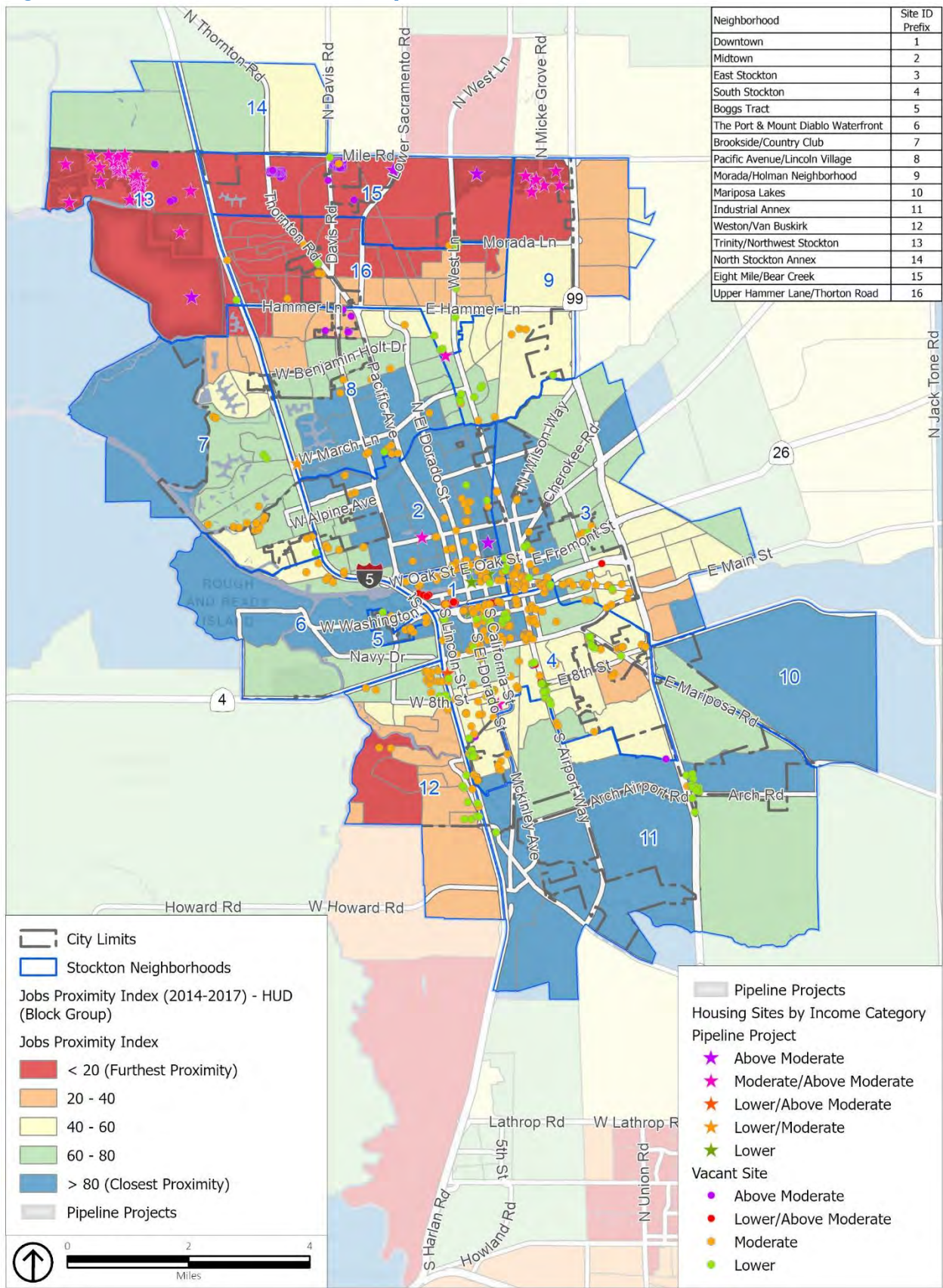
labor force qualifications and types of employment available in the city.

Regional Trends

Outside of Stockton and communities in its SOI, many of the COG area's highest Labor Market Engagement Index (LMEI) ratings are located in the southern part of the county, including the city of Escalon (52), the majority of the city of Ripon (66 and 60), parts of central Tracy (61 and 63), and the census tract including south Tracy and the unincorporated community of Chrisman (63), indicating higher rates of labor force participation and educational attainment and lower unemployment rates in these communities. However, some unincorporated areas on the south side of the county and areas of central Tracy are also among the lowest-rated areas, indicating wide gaps in these factors within the region. The census tract that includes the communities of Vernalis and New Jerusalem have the lowest possible LMEI score (0) and the adjacent census tract to the east has a score of 15. The tract surrounding Escalon also has a particularly low score of 13. Three census tracts in Tracy have scores of 18, 18, and 15.

On the South side of the County, areas with the highest LMEI rankings were not always correlated with high Jobs Proximity Index (JPI) scores. While the unincorporated block groups including the west and south sides of Tracy and the tract including the unincorporated community of Chrisman had high LMEI scores and JPI scores in the 99th percentile, in the Ripon area the census tract with the highest LMEI rating had the city's lowest JPI score in the 15th percentile. Residents in this area have high participation in the labor force, but likely have to travel farther distances to access jobs, which can add to the cost of living. On Ripon's north side, the community's other higher-scoring area in the LMEI was divided between two block groups, one with a lower JPI in the 27th percentile, and another with a high JPI score in the 84th percentile. The higher-scoring block group is outside of Ripon's city limits, and likely represents a higher concentration of agricultural job opportunities. Similarly, within the city of Escalon, the LMEI ranking was above 50, but two of the three block groups in this area had JPI scores below 10, and the third was in the 30th percentile.

Figure HE-13: Local Jobs Proximity



Source: HUD, 2017

The Mountain House area has a medium LMEI score of 44, but a JPI score of 0. This is indicative of the area's primarily residential nature, with limited commercial or office land uses in close proximity.

The unincorporated community of Woodbridge also has a relatively high score (63), as does the tract in the northeast corner of Lodi (62). These areas have low to medium JPI scores between the 14th and 34th percentile, indicating that many employed residents have to travel longer distances to access employment. Other tracts with high and highest-resource TCAC designations on the west side of Lodi and in the census tracts that include the communities of Acampo and Collierville have medium LMEI ratings between 41 and 54 and JPI scores in the 61st (Acampo), 53rd and 39th percentiles (Collierville). Like the south side of the county, the Lodi area also has significant level of contrast between neighborhoods. Tracts in Lodi's lower-income east side have LMEI scores between 5 and 20, likely indicating a combination of low levels of education attainment and higher rates of unemployment, but medium JPI scores between the 41st and 80th percentiles. The nearby community of Lockeford also has a notably low LMEI score of 19 but medium JPI scores in the 57th and 66th percentile.

Within Manteca and Lathrop, LMEI scores are primarily low to moderate, with each city's central area having its lowest Index scores. Four census tracts in central Manteca have LMEI scores below 10, and two more have scores below 20. However, north Manteca and the adjacent unincorporated area has a score of 46. In Lathrop, two tracts in the central city have scores of 14 and 18, while the rest of the city has more medium LMEI scores between 24 and 35.

Other unincorporated communities to the northwest and east of Stockton have low to medium LMEI scores between 20 and 40. Interestingly, these areas were among the highest-scored in the JPI, likely due to the high availability of agricultural work in these areas.

EDUCATION

Four main school districts serve the city: the Stockton Unified School District (SUSD) has a total of 59 schools in the city reported on by the Department of Education—47 elementary schools, 2 middle schools, 6 high

schools, and 4 upper-level alternative schools—and the Lincoln Unified School District serving the Pacific Avenue/Lincoln Village and Brookside/Country Club neighborhoods with a total of 12 schools, including 2 elementary schools, 6 elementary through middle schools (K-8), 1 middle school, 2 high schools, and a charter school. A small number of neighborhoods in the north side of the city are served by the Lodi Unified School District, and some in the south are served by Manteca Unified School District.

Of the 58 schools in the SUSD for which English Language Arts (ELA) and Mathematics performance scores were available in 2021, the Department of Education reported that most of the schools are below the state grade-level standards for ELA and mathematics (see **Table HE-46**). Similar performance statistics exist for the Lincoln Unified School District, although overall scores are generally higher, reflected in the TCAC/HCD educational domain scores above the 50th percentile.

The proportion of each school's population that was considered socioeconomically disadvantaged in 2021 ranged from 40.1 percent at the Kohl Open Elementary to 93.9 percent at Spanos Elementary in the SUSD, and 30.9 percent at Brookside Elementary/Middle School to 76.1 percent at Valley Oaks High School in the Lincoln Unified School District. Although this factor does not consistently correlate with income, there is a general relationship between disadvantaged students, ELA and math standardized scores, and TCAC/HCD Educational Domain scores. Approximately 3.4 percent of schools in the SUSD have less than 50.0 percent disadvantaged students in the student body, and 6.8 percent have 50.0 and 60.0 percent disadvantaged student populations. In comparison, in the Lincoln Unified School District, 25.0 percent of the schools have less than 50.0 percent disadvantaged student populations, and another 25.0 percent have between 50.0 and 60.0 percent disadvantaged student populations. The highest proportion (100.0 percent) of socioeconomically disadvantaged students is at the Dr. Lewis Dolphin Stallworth Sr. Charter School in the Downtown Core of the city.

Overall, within the SUSD there were three schools where 60.0 percent or more of the students had ELA performance scores at or above the standard, all of

which are alternative high school or college preparatory schools in the central Downtown Core area, corresponding to TCAC/HCD educational domain scores above the 75th percentile, with socioeconomically disadvantaged student populations ranging between 55.1 and 75.9 percent. Three schools had between 40.0 to 59.9 percent of the students scoring at or above the standard, with socioeconomically disadvantaged student populations comprising between 47.8 to 72.4 percent of the student body. These schools are east of West Lane in the Morada/Holman neighborhood with TCAC/HCD educational domain scores in the 57th to 85th percentile, with one located downtown, also with a most positive educational outcome percentile score. There is no consistent correlation between median income and higher ELA scores, with median incomes ranging from \$12,256 to \$85,717. Within the Lincoln Unified School District, there also were three schools where approximately 60.0 percent or more of the students had

ELA performance scores at or above the standard, one of which is a charter school and one is Brookside Elementary School in the Brookside Country Club subdivision with a TCAC/HCD educational domain score in the 86th percentile, correlating with the highest median incomes in the city and the lowest proportion of socioeconomically disadvantaged students.

A large proportion of the schools throughout the city and in the SUSD, 49.2 percent, had less than 20.0 percent of students with ELA performance scores at or above the standard. Disadvantaged students comprised between 73.1 and 92.9 percent of the student population, correlating with TCAC/HCD educational domain scores generally below the 50th percentile. The relatively low ELA and math scores among all schools in the Stockton Unified School District, with a few exceptions in the northeast, north, northwest, and downtown area, indicates that students generally have similar access to lower performing schools.

Table HE-46: Performance Scores for Stockton Unified School District
San Joaquin County, 2021-22

SCHOOL NAME	ELA SCORE	MATH SCORE	SOCIO-ECONOMICALLY DISADVANTAGED	FOSTER YOUTH	ENGLISH LEARNERS
Adams Elementary	11.5%	5.9%	82.9%	7	20.0%
Alexander Hamilton Elementary	11.3%	7.1%	91.0%	9	33.0%
Aspire APEX Academy	16.7%	10.1%	77.5%	5	14.7%
Aspire Langston Hughes Academy	31.8%	19.2%	72.2%	5	10.6%
Aspire Rosa Parks Academy	13.5%	8.9%	88.9%	2	4.8%
August Elementary	15.5%	7.4%	93.0%	5	39.8%
Cleveland Elementary	17.6%	11.6%	87.9%	14	21.8%
Commodore Stockton Skills	37.2%	29.9%	57.4%	1	4.4%
Dolores Huerta Elementary	14.7 %	5.1%	92.9%	23	34.0%
Dr. Lewis Dolphin Stallworth Sr. Charter	13.5%	6.8%	100.0%	3	53.1%
El Dorado Elementary	12.7 %	9.0%	91.5%	15	18.6%
Elmwood Elementary	21.2%	9.5%	81.8%	2	30.3%
Fillmore Elementary	17.6%	6.8%	87.9%	5	33.7%
Flora Arca Mata	26.4%	18.3%	N/A	4	13.9%
George W. Bush Elementary	23.9%	13.8%	75.7%	8	16.2%
George Washington Elementary	19.9%	12.2%	85.0%	7	37.6%
Grunsky Elementary	16.3%	11.5%	89.2%	--	16.1%
Hazelton Elementary	18.2%	5.7%	91.6%	10	32.7%
Harrison Elementary	20.0%	9.5%	80.0%	7	33.5%
Hoover Elementary	12.6%	8.4%	73.3%	4	16.7%

Exhibit 1- 2023-2031 Housing Element

SCHOOL NAME	ELA SCORE	MATH SCORE	SOCIO-ECONOMICALLY DISADVANTAGED	FOSTER YOUTH	ENGLISH LEARNERS
John C. Fremont Elementary	14.3%	7.0%	85.2%	9	38.2%
John Marshall Elementary	10.6%	7.5%	73.1%	9	23.9%
Kennedy Elementary	15.8%	13.7%	74.5%	11	23.7%
King Elementary	17.5%	11.7%	89.5%	14	40.3%
Kohl Open Elementary	26.9%	15.9%	40.1%	--	5.3%
Madison Elementary	16.6%	8.2%	78.6%	10	18.1%
Maxine Kong Kingston Elementary	21.6%	11.9%	72.2%	6	16.8%
McKinley Elementary	13.6%	7.7%	87.7%	9	48.1%
Monroe Elementary	14.3%	6.0%	85.7%	9	34.5%
Montezuma Elementary	20.2%	14.3%	83.3%	8	38.4%
Nightingale Charter	28.1%	21.0%	86.8%	2	22.5%
Pittman Charter	25.5%	15.5%	89.2%	1	41.0%
Pulliam Elementary	18.1%	8.1%	80.6%	9	8.2%
Rio Calaveras Elementary	45.4%	29.3%	72.4%	3	19.2%
Roosevelt Elementary	19.3%	10.8%	89.1%	8	37.3%
San Joaquin Elementary	30.4%	19.2%	68.4%	12	24.2%
Spanos (Alex G.) Elementary	20.4%	14.7%	93.9%	6	45.6%
Stockton Collegiate International Elementary	29.1%	23.2%	57.7%	--	15.4%
Taft Elementary	21.7%	12.5%	84.5%	10	30.4%
Taylor Leadership Academy	15.1%	5.1%	85.7%	10	21.3%
TEAM Charter	25.9%	4.5%	89.8%	9	24.1%
Valentine Peyton Elementary	51.6%	40.1%	57.7%	8	12.6%
Van Buren Elementary	11.2%	7.2%	92.9%	5	29.2%
Victory Elementary	22.5%	13.4%	85.7%	14	14.8%
Walton Development Center	--	--	--	5	33.7%
Wilhelmina Henry Elementary	19.6%	9.4%	88.6%	3	42.6%
Wilson Elementary	15.6%	14.1%	80.6%	5	16.6%
Aspire Stockton Secondary Academy	32.1%	15.5%	--	--	14.6%
Stockton Collegiate International Secondary	47.2%	17.9%	47.8%	--	13.6%
Cesar Chavez High	42.0%	11.9%	69.2%	24	15.4%
Edison High	33.0%	5.1%	81.8%	31	23.9%
Edward C. Merlo Institute of Environmental Studies	33.9%	13.6%	93.1%	2	26.9%
Franklin High	32.8%	12.8%	79.6%	9	25.0%
Health Careers Academy	66.3%	16.3%	70.0%	1	10.1%
Jane Fredrick High	5.6%	0%	85.2%	5	26.1%
Stagg Senior High	38.6%	6.3%	70.4%	81	33.3%
Stockton Senior High	18.2%	0%	--	4	9.9%
Weber Institute	65.3%	15.8%	75.9%	2	8.6%
Stockton Early College Academy	98.1%	67.0%	55.1%	--	1.8%

Source: California Department of Education, 2021, accessed 11/2022.

Table HE-47: Performance Scores for Lincoln Unified School District
San Joaquin County, 2021-22

SCHOOL	ELA	MATH SCORE	SOCIO-ECONOMICALLY DISADVANTAGED	FOSTER YOUTH	ENGLISH LEARNERS
Brookside Elementary/Middle School	69.2%	58.5%	30.9%	<10	7.8%
Claudia Landeen Elementary/Middle School	31.0%	18.4%	73.9%	<10	16.7%
Colonial Heights Elementary/Middle School	31.9%	19.2%	69.9%	<10	10.7%
Don Riggio Elementary/Middle School	27.6%	15.4%	58.6%	<10	20.2%
Lincoln Elementary School	35.6%	27.9%	73.9%	<10	15.7%
John R. Williams Elementary	28.3%	18.7%	64.9%	<10	14.5%
Mable Barron Elementary/Middle School	38.3%	25.1%	55.1%	<10	10.0%
John McCandless Charter School	68.5%	45.1%	35.1%	<10	4.4%
Sierra Middle School	51.7%	16.6%	55.1%	<10	9.8%
Tully C. Knoles Elementary/Middle School	39.3%	19.7%	71.9%	<10	16.7%
Lincoln High School	59.5%	25.0%	48.2%	<10	9.5%
Village Oaks High School	18.2%	0%	76.1%	<10	17.9%

Source: California Department of Education, 2021, accessed 2022.

The anticipated educational outcome is a measure of several factors, including:

- students' individual abilities
- quality of schools attended, and
- family backgrounds

These factors are correlated with:

- proficiency on standardized tests
- high school graduation rates, and
- student poverty indicators (sociologically disadvantaged)

The results of this analysis can identify potential for higher levels of educational achievement such as high school graduation and college attendance, preparation for the workforce and associated long-term improvements in earnings, health and upward mobility, reductions in prejudice and negative attitudes across racial groups, and even risk of disciplinary action. According to TCAC and HCD, anticipated educational outcome varies throughout the city (**Figure HE-14, Local TCAC/HCD Educational Domain Score**). In Stockton, the highest expected educational outcome, above the 80th percentile, is expected in the Brookside Country Club, Trinity/Northwest Stockton, Eight Mile/Bear Creek, Morada/Holman, and portions of Pacific Avenue/Lincoln Village neighborhoods in the San Joaquin Delta College and adjacent Venetian Park

residential areas, and within the Downtown. Areas with above moderate expected educational outcomes between the 59th and 73rd percentiles are found in the northern central residential subdivisions and southern edge of the Pacific Avenue/Lincoln Village neighborhood, within the Midtown neighborhood adjacent to University of the Pacific, and the southwest corner of the Morada/Holman neighborhoods.

The lowest expected educational outcome, according to TCAC and HCD, is found in two major areas of the city. The largest area includes South Stockton, East Stockton, Weston/ Van Buskirk, and Industrial Annex neighborhoods, where scores are below the 20th percentile. The schools in this area (Edward Merlo Institute, Franklin High, Cesar Chavez High, and Nightingale Charter are the exceptions) generally reflect performance scores below 20.0 percent of meeting the state ELA standard and lower scores for math proficiency, as presented in **Table HE-47**.

Some northern areas of the city, where TCAC education domain scores indicate more positive educational outcomes, are within the Lodi Unified School District (LUSD) catchment area. Within the Lodi Unified School District, 71.9 percent of students are considered socioeconomically disadvantaged as of 2021, which is representative of conditions within the City of Lodi, and 20 percent of students are English language learners.

Of the schools in the Lodi Unified School District, 23 are located within Stockton city limits. As of 2022, English Language Arts scores district wide are considered low, and were 32.6 points below standard. In math, students are 69.4 points below standard. LUSD schools located within Stockton tend to follow this trend of low or very low ELA and math scores, with several exceptions. Elkhorn School, which serves grades 4-8, has very high scores in both ELA and Math, as does Middle College High. John Muir Elementary has medium math scores and high ELA scores, as does Manlio Silva Elementary.

On the south side of the city, where TCAC education domain scores indicate less positive educational outcomes, several neighborhoods are served by the Manteca Unified School District (MUSD). The Manteca-Lathrop area is considered to have more positive education outcomes according to the TCAC Education Domain score. As of 2021, 67.7 percent of students in the district as a whole are considered socioeconomically disadvantaged, and 20.3 percent are English language learners. The district has a high graduation rate, including Weston Ranch High, which is located in Stockton. Of the schools in the Lodi Unified School District, 5 are located within Stockton city limits, including New Vision High, which is an alternative school. The four other schools within Stockton city limits tend to have low or very low ELA and mathematics scores as of 2022.

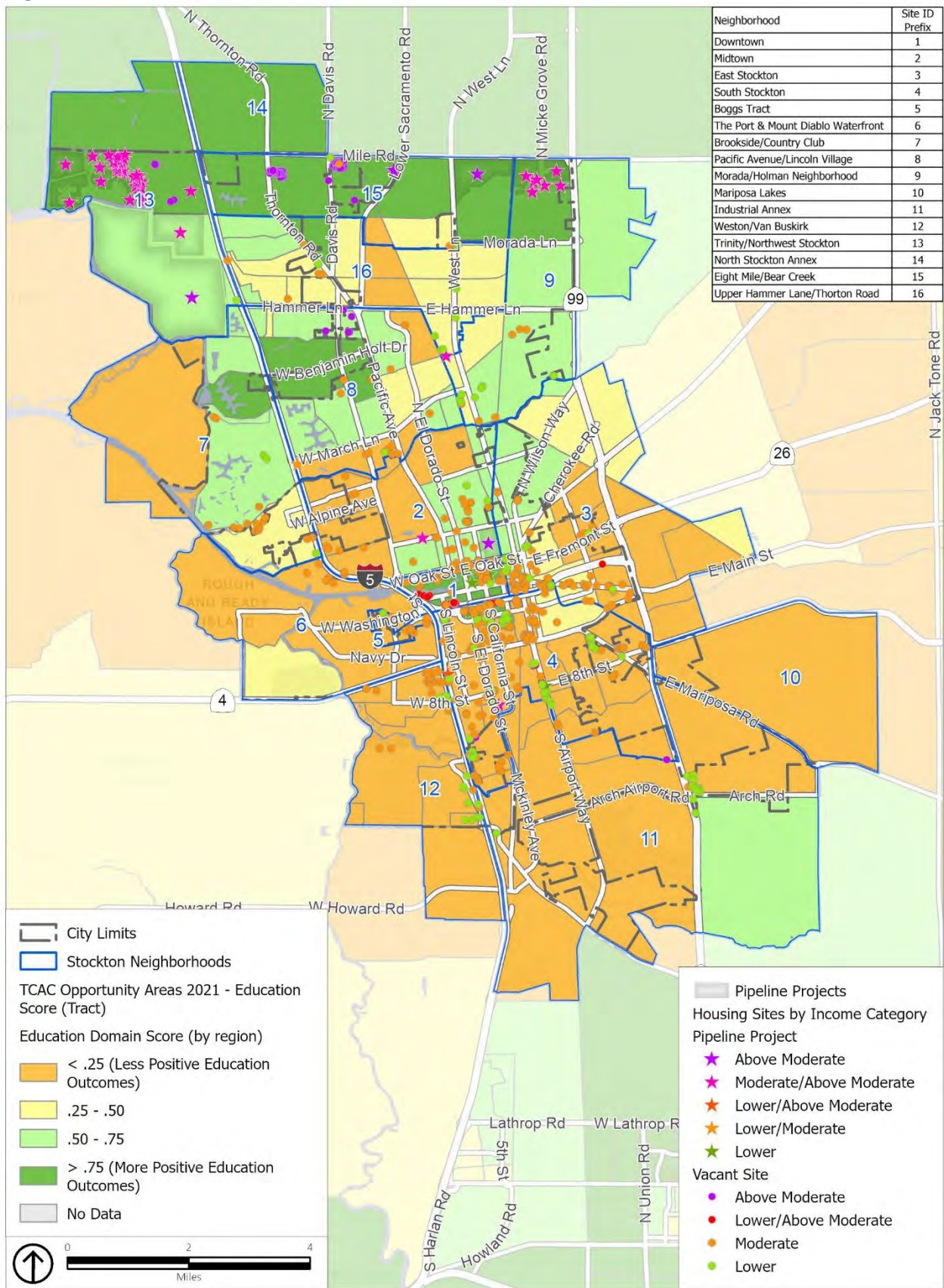
To identify whether housing instability impacts school performance, particularly in areas in which the schools have a high proportion of socioeconomically disadvantaged students, and to ensure students are able to live and work in Stockton, the City has included Program 31 to pursue solutions.

Regional Trends

Many in the COG with the most positive educational outcomes as of TCAC's 2021 assessment are areas served by the Manteca and Ripon Unified School Districts, as well as the Lammerville Joint Unified School District, which includes the Mountain House and Lammerville unincorporated communities, and Banta Unified School District, which serves the unincorporated communities of Banta and Stoneridge. In both the Tracy and Escalon areas, educational outcomes are more divided in loose correlation with median household

income levels, where higher-income areas of the community tend to have more positive educational outcomes and lower-income areas tend to have less positive educational outcomes. This may be related to higher numbers of English Language Learners or households with fewer financial resources to engage in extracurricular academic assistance such as tutoring. Within areas served by the Linden Unified School District, educational outcome scores are in the two quartiles with the least positive educational outcomes.

Figure HE-14: Local TCAC/HCD Educational Domain Score



Source: TCAC/HCD, 2021

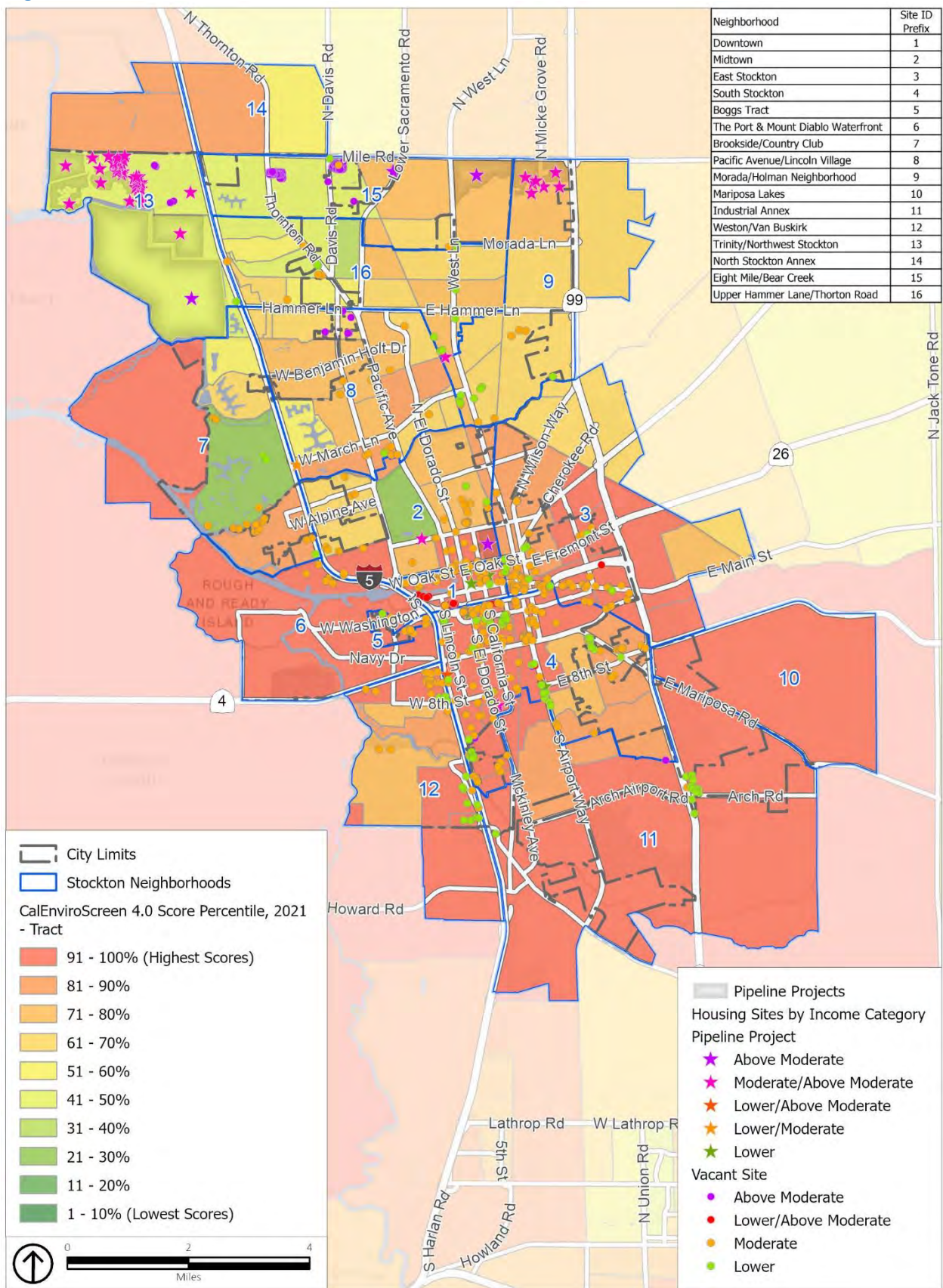
ENVIRONMENTAL HEALTH

A disadvantaged community or environmental justice community (EJ Community) is identified by the California Environmental Protection Agency as “areas that are disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation,” and may or may not have a concentration of low-income households, high unemployment rates, low homeownership rates, overpayment for housing, or other indicators of disproportionate housing need. In February 2021, the California Office for Environmental Health Hazard Assessment released the fourth version of CalEnviroScreen, a tool that uses environmental, health, and socioeconomic indicators to map and compare community environmental scores. In the CalEnviroScreen tool, communities that have a cumulative score in the 75th percentile or above (25.0 percent highest score census tracts) have been designated “disadvantaged communities” under Senate Bill (SB) 535. Cumulative scores are calculated using the individual scores from two groups of indicators: Pollution Burden and Population Characteristics. Pollution Burden scores exposure to negative environmental hazards, such as ozone and PM_{2.5} concentrations, drinking water contaminants, lead risk from housing, traffic impacts, and more. Population Characteristics scores the rate of negative health conditions and access to opportunities, such as asthma, cardiovascular disease, poverty, unemployment, and housing cost burden. For each indicator, as with the cumulative impact, a low score reflects positive conditions.

As shown in **Figure HE-15, CalEnviroScreen Percentiles**, the primary indicators leading to the low scores outside of city limits to the south and west, as reported by CalEnviroScreen, are pesticides, groundwater threats, hazardous waste, impaired waters, and solid waste. Since most of this area is agricultural land, these conditions are not surprising, and measures have been taken to reduce impacts to residents of Stockton. The distribution and locations of EJ communities across Stockton, the San Joaquin Valley, and the nation are likely caused by numerous factors, including historical planning decisions, such as freeway construction that

disrupted or harmed certain communities and redlining practices that resulted in disproportionate mortgage lending across the nation. In Stockton, the areas with the highest rate of environmental pollution and poverty are adjacent to major thoroughfares, including I-5 and SR-4, the Port of Stockton, and concentrated industrial uses. Cities commonly have the highest-density and intensity of uses in their core, and this aligns with areas of the greatest number of potential fair housing issues in Stockton. Within the city, the higher scores in the central and southern portions are based on both population characteristics and pollution burden ranging from the 92nd to 99th percentile for CalEnviroScreen. This area also qualifies as a disadvantaged community; there is a significant concentration of poverty, low rates of educational attainment, and a high rate of unemployment, corresponding to several census tracts designated by TCAC/HCD as Areas of High Segregation and Poverty and by HUD as R/ECAPs. As well, these areas are subject to increased exposure to pesticides, hazardous waste, and toxic waste cleanup; groundwater threats and drinking water contaminants; pollution and particulate matter from major transportation corridors, railroad yards, and airport operations; and lead in housing in older neighborhoods, depending on the location of the compromised neighborhoods. Though all of these factors may not be experienced in all neighborhoods in central and southern Stockton, they do represent a significant concern in terms of fair housing because of disproportionate exposure to environmental hazards and a concentration of vulnerable populations.

Figure HE-15: CalEnviroScreen Percentiles



Source: California Office of Environmental Health Hazard Assessment, CalEnviroScreen 4.0, 2021.

TCAC/HCD Environmental Domain percentiles closely correspond (inversely) to CalEnviroScreen scores. According to TCAC/HCD Environmental Domain scores, the majority of the Eight Mile/Bear Creek and eastern portion of the Upper Hammer Lane/Thornton Road neighborhoods and portions of the Morada/Holman neighborhood (excepting the easternmost tracts, which also include agricultural land in the unincorporated area) have positive environmental scores ranging from the 82nd to 95th percentiles. The majority of the Weston/Van Buskirk neighborhood (Weston Ranch portion) also has high environmental domain scores in the 83rd and 88th percentiles. However, the Walter Slough area, including the Sierra Vista-Conway public housing in the center of this neighborhood, scores in the 33rd percentile. The developed portion of the Trinity/Northwest Stockton, the Brookside/Country Club (with the exception of the older Stockton Golf and Country Club villages within an unincorporated island), and western portion of the Upper Hammer Lane/Thornton Road neighborhoods as well as the central and eastern portions of the Pacific Avenue/Lincoln Village neighborhood generally have favorable environmental domain scores, between the 50th and 75th percentiles. As well, the greater part of the Midtown neighborhood has positive TCAC/HCD environmental domain scores. Lower environmental domain scores are generally found on the east side of I-5 in the Pacific Avenue/Lincoln Village neighborhood.

The area between West Elm and West Park Streets adjacent to the Greater Downtown area and the Downtown, East Stockton, Industrial Annex, and South Stockton neighborhoods have environmental domain scores that range from the 23rd percentile to below the 1st percentile in the district including the Stockton Ballpark, Stockton Arena, and Weber Point Events Center. This lowest scoring area includes the Port of Stockton along the San Joaquin River, Rough and Ready Island, downtown Stockton, industrial and other nonresidential uses, older residential neighborhoods, and industrial areas east of the Union Pacific Railroad and south of Duck Creek, to the southern boundary of the city adjacent to the Stockton Municipal Airport. (Figure HE-16, TCAC/HCD Environmental Domain). The City has included Program 31 to reduce these issues.

Regional Trends

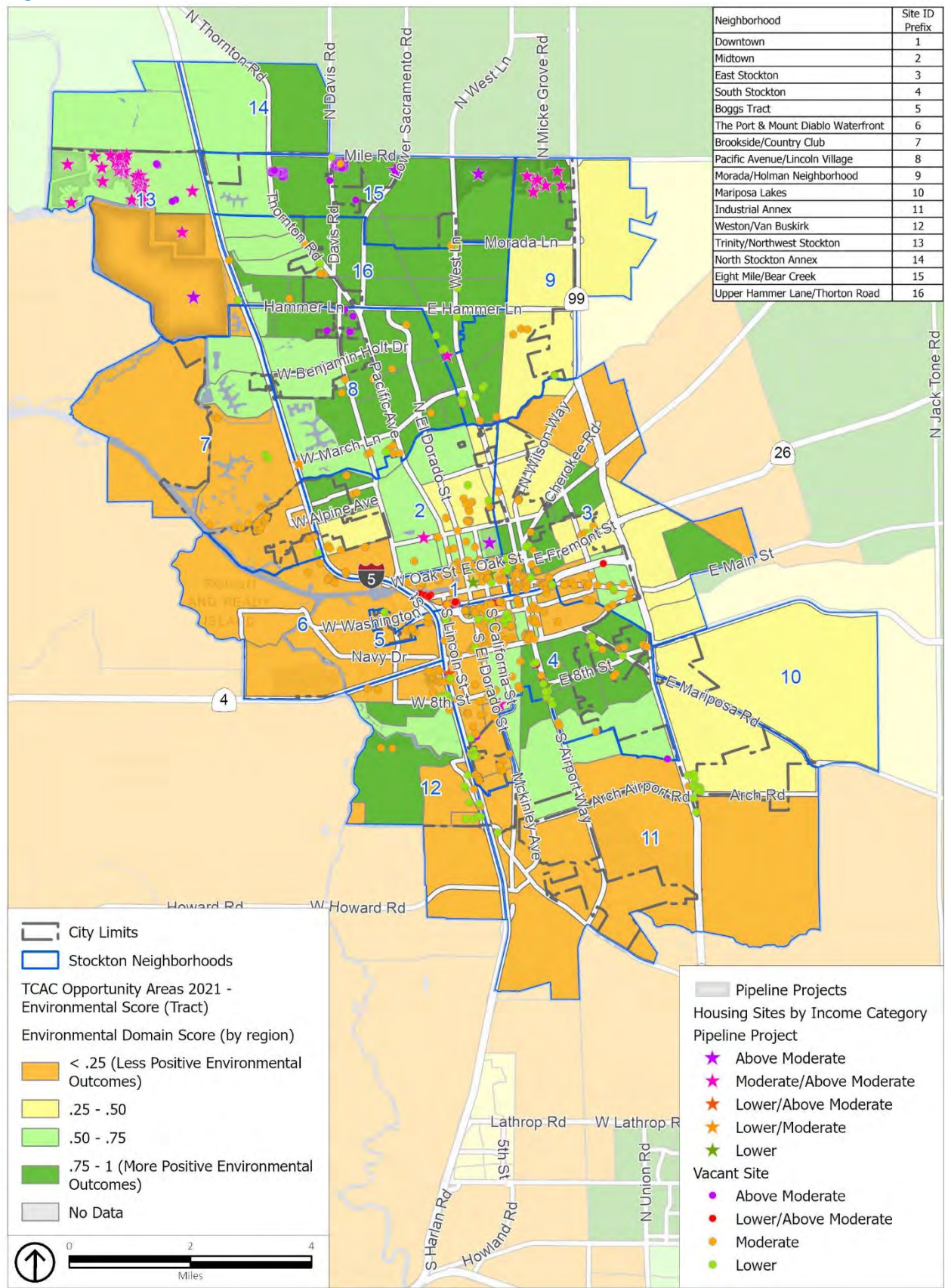
Because CalEnviroScreen scores are weighted heavily by socioeconomic factors, and TCAC's ratings are focused primarily on environmental conditions alone, some areas with socioeconomically disadvantaged populations are rated as having higher scores (associated with less positive outcomes) under the CalEnviroScreen system than they are under the TCAC evaluation, which focuses solely on environmental factors.

Areas on the west side of the county, north of Mountain House and including the Thornton unincorporated community are all considered disadvantaged communities under SB 535. Factors that contributed to high scores in these areas include impaired waters, groundwater threats, drinking water quality, poverty and unemployment. In TCAC's assessment, the Thornton area had a significantly more positive environmental score in the 73rd percentile, while the areas just east of Stockton scored between 0 and the 15th percentile.

Mountain House and much of the Tracy area have medium CalEnviroScreen scores in the 40th through 60th percentile range, with some areas in central Tracy having lower scores and the north side of Tracy and unincorporated area near Banta and Stoneridge having higher in the 61st to 75th percentile range. However, scores on the north side of Tracy and the unincorporated area south may have been strongly influenced by socioeconomic factors, because within the TCAC assessment method, central and north Tracy scores are primarily in the most positive quartile, while the largely unincorporated area south of Tracy has a score in the 2nd most positive percentile.

This socioeconomic weighting may have also come into play in the Ripon and Escalon areas. Under the CalEnviroScreen assessment standard, Ripon's tracts have scores between the 49th and 52nd percentiles, while their TCAC environmental scores are between the 3rd and 30th percentiles, a significantly less positive score. Similarly, in Escalon the city scores in the 58th percentile under the CalEnviroScreen system, but in the 9th percentile under the TCAC scoring system.

Figure HE-16: TCAC/HCD Environmental Domain



Source: TCAC/HCD, 2021

The majority of the Lathrop area is also considered a disadvantaged community under SB 535, as are unincorporated areas to the east of Manteca. On the east side of Manteca, hazardous waste, drinking water quality, and pesticide exposure are central contributing factors in this rating. Drinking water contaminants, groundwater threats, cleanup sites, hazardous and solid wastes, and pesticides were also identified as concerns in the areas in and around Lathrop. Much of the Manteca and Lathrop areas had TCAC environmental scores that were similarly less positive, each scoring in the least positive quartile, though central Lathrop had scores in the second-least positive quartile and several areas in central Manteca had scores in the most positive quartile.

The east side of Lodi is also considered a disadvantaged community under SB 535. In this area, the highest-scoring issues were socioeconomic, including poverty, unemployment, linguistic isolation, and low education attainment. Because its CalEnviroScreen score was weighted heavily by its socioeconomic scores, where TCAC's ratings are focused primarily on environmental conditions alone, much of Lodi had more positive ratings, with the majority of scores in the highest quartile.

Areas of San Joaquin County with the lowest CalEnviroScreen scores include parts of the Woodbridge community, the Dogtown area and part of the Clements community. These areas also have TCAC environmental scores in the most positive two quartiles.

DISPROPORTIONATE HOUSING NEED AND DISPLACEMENT RISK

OVERCROWDING

Overcrowding occurs when the number of people living in a household is greater than the home was designed to hold. The U.S. Census Bureau considers a household overcrowded when there is more than one person per room, excluding bathrooms, hallways, and kitchens, and severely overcrowded when there are more than 1.5 occupants per room. A typical home might have a total of five rooms that qualify for habitation under this

definition (three bedrooms, living room, and dining room). If more than five people were living in the home, it would be considered overcrowded. Overcrowding is strongly related to household size, particularly for large households, and the availability of suitably sized housing. A small percentage of overcrowded units is not uncommon, and often includes families with children who share rooms or multi-generational households. However, high rates of overcrowding may indicate a fair housing issue resulting from situations such as two families or households occupying one unit to reduce housing costs (sometimes referred to as “doubling up”). Situations such as this may indicate a shortage of appropriately sized and affordable housing units as overcrowding is often related to the cost and availability of housing and can occur when demand in a jurisdiction or region is high.

As shown in **Table HE-15, Overcrowding**, in the HNA, 9.3 percent of households in Stockton are considered overcrowded, which is higher than countywide rate of 5.6 percent, and higher than the state as a whole at 8.2 percent. Of these households in Stockton, 72.0 percent are considered overcrowded, and 28.0 percent are considered severely overcrowded. In Stockton, overcrowding is more common among renters, with renters comprising 78.7 percent of all overcrowded households. This pattern is also seen in the county and the state. Approximately 12.4 percent of renters in Stockton experience some level of overcrowding compared to 6.1 percent of homeowners, with 8.9 percent of renters overcrowded and 3.5 percent severely overcrowded; compared to 4.3 percent of homeowners in overcrowded conditions and 1.7 percent of homeowners in severely overcrowded conditions.

According to the 2014-2018 CHAS, of renters in overcrowded conditions, approximately 24.3 percent fall into the extremely low-income category, 29.2 percent are very low income, 33.4 percent are low income, and 13.0 percent are median income. The incidence of overcrowding among homeowners shows a different pattern—approximately 6.3 percent fall into the extremely low-income category, 11.5 percent are very low income, 42.4 percent are low income, and 39.9 percent are median-income, which suggests that, though some households may be able to purchase a home in Stockton, they cannot afford one that meets the

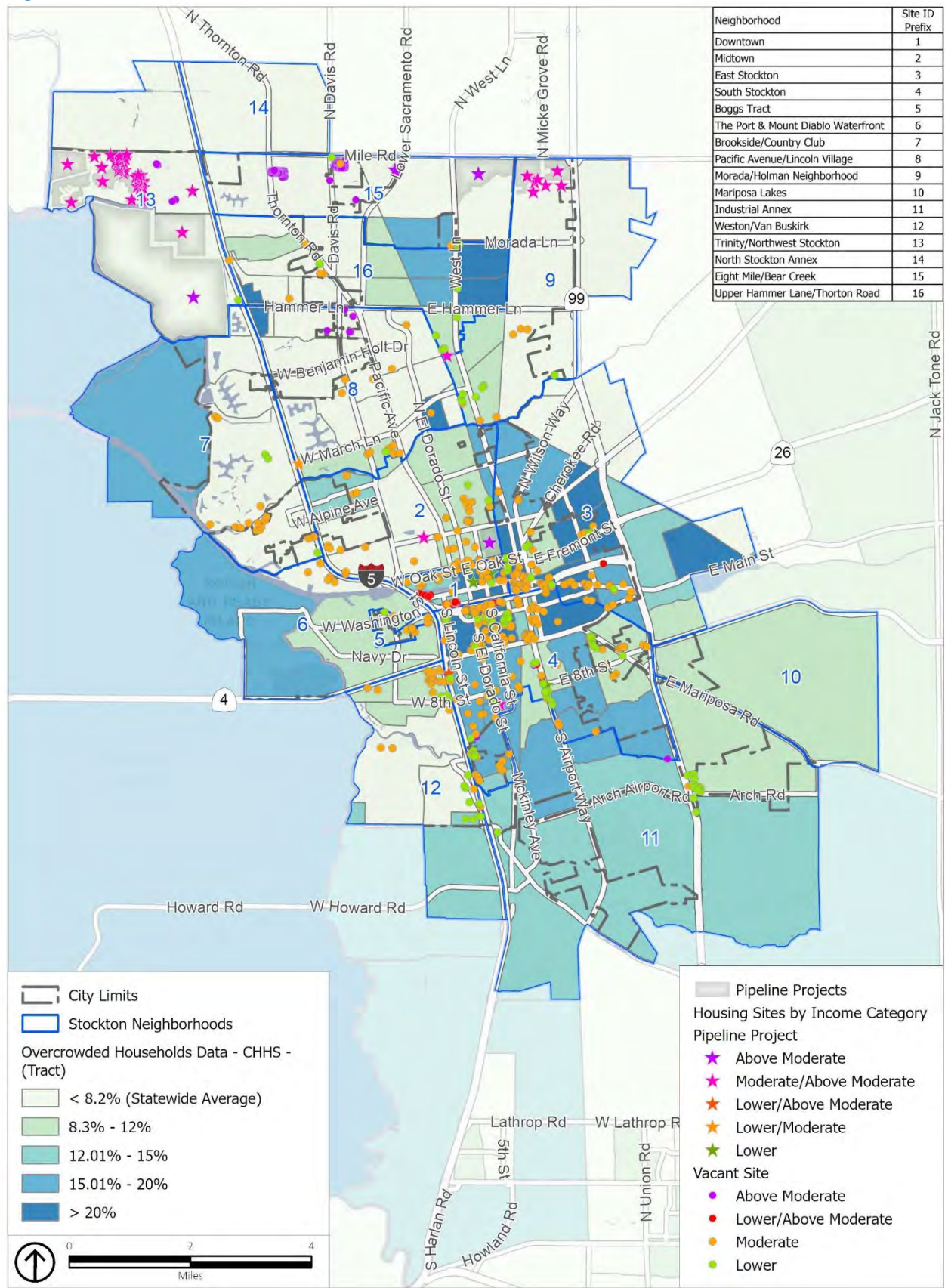
size needs of the household. Overall, households experiencing overcrowding in Stockton, particularly renter households, when combined with income or accessibility challenges, may become at risk for displacement.

Stockton is a racially and ethnically diverse city, as discussed in the “Racial and Ethnic Characteristics” section. As discussed previously, most block groups in the southern portion of the city have non-White populations of at least 60.0 percent, though in the northern portion of the city are concentrations of census tracts with lower diversity west of Lower Sacramento Road, between Thornton Road /Pacific Avenue and I-5 (inclusive of a large unincorporated county island), west of I-5, and surrounding the University of the Pacific campus. Overcrowding often impacts lower-income households disproportionately. These patterns are reflected geographically, with higher rates of overcrowding generally in areas with lower median incomes and/or concentrations of racial or ethnic populations (**Figure HE-17, Overcrowded Households in Stockton**). North of the Calaveras River, the majority of census tracts with overcrowding rates exceeding the state average of 8.2 percent correspond with locations of affordable housing resources, TCAC/HCD Area of High Segregation and Poverty, and R/ECAP designations. However, the relationship between diversity, proportion of non-White populations, income, tenure, and overcrowding seen in many other jurisdictions in the county—and even between the northern and southern portions of the city—is not consistently apparent in Stockton. Many of the residential subdivisions within the Upper Hammer Lane/Thornton Road and Pacific Avenue/Lincoln Village neighborhoods concentrated between the Union Pacific Railroad Fresno Subdivision line and Lower Sacramento Road/Pacific Avenue with the highest diversity indexes, low to moderate incomes, and presence of affordable housing resources are not reported as areas of significant overcrowding.

Two of the three census tracts with overcrowding rates above 20.0 percent of households—in the Upper Hammer Lane/Thornton Road neighborhood between the Union Pacific Railroad Sacramento subdivision line and the Union Pacific Railroad Fresno subdivision line from the northern boundary to East Hammer Lane—are

not identified as a R/ECAP or Area of High Segregation and Poverty. They do not coincide with the location of an affordable multifamily complex and include block groups that fall in the moderate-income range for San Joaquin County. These neighborhoods consist of single-family residences, the Imperial Stockton Mobile Home Estates, Friendly Village Mobile Home Park, and Pines Mobile Estates, and a variety of multifamily residences. Both census tracts consist of a diverse mix of residents above the diversity index 85th percentile, have predominantly Asian populations with a representation of Black and African American residents exceeding the overall citywide average, and proportions of Hispanic residents at or just below the citywide average. A stakeholder in the outreach process noted that the homeless counts among the Asian population may be underrepresented because families often share responsibility to shelter the homeless (which the stakeholder termed “couch surfing”), which can result in overcrowding. This may also be a practice among Hispanic households. Culturally, Asian and Hispanic households often tend to support extended families regardless of income level. This suggests that the tradition of sheltering homeless and extended family composition in areas with high diversity scores may contribute to rates of overcrowding above the state average in census tracts with primarily higher income levels. The differential in incomes and non-White population distribution by block groups may further assist in spatially identifying the location of households in the overall census tract experiencing higher rates of overcrowding.

Figure HE-17: Overcrowded Households in Stockton



Source: California Health and Human Services, 2021.

The third census tract with an overall overcrowding rate of 21.2 percent is in the Dorchester residential area along I-5, comprising a block group north of Hammer Drive in the Upper Hammer Lane/Thornton Road, and a block group south of Hammer Drive within the Pacific Avenue/Lincoln Village neighborhood. Both block groups exhibit a very diverse mix of residents, with a roughly equal proportion of Hispanic households at 37.0 percent; Black and African American populations comprising 23.6 and 14.5 percent respectively above and below Hammer Lane; and Asian residents at 19.9 to 25.4 percent respectively above and below Hammer Lane. Renter households comprise 74.5 percent above Hammer Lane where higher density multifamily residential and nonresidential uses are prevalent, and 61.7 percent below Hammer Lane, which is lower density multifamily and single-family residential with limited nonresidential uses. Although the median income above Hammer Lane is \$34,500 and below Hammer Lane is \$66,563, if the pattern of overcrowding among moderate-income Asian households applies within this census tract, it is likely the overcrowded households may be more heavily concentrated south of Hammer Lane.

Areas within the Midtown neighborhood with an incidence of overcrowding above the state average are generally to the east, west, and north surrounding the University of the Pacific campus, although these tracts are primarily designated by TCAC/HCD as moderate and high resource with median incomes in the low- to moderate-income range. The higher rates may be partially attributed to students residing in the vicinity who may be doubling up in bedrooms. Within the upper East Stockton neighborhood, 16.0 percent of households report overcrowded conditions in the highly diverse El Pinal community. The tract is a mix of industrial and railroad-oriented operations—older single-family residential uses at the southern end and newer residential subdivisions at the northern end. There are no affordable housing complexes, and the tract is designated low resource. However, potentially in relation to the newer housing stock in the northern and eastern edges of this census tract near SR-99, the median income is \$61,737, falling within the moderate-income category. Although it is difficult to identify spatially where the overcrowding is most prevalent, it may occur more frequently in the southern portion,

where older housing stock conditions and typology exist and are intermixed with nonresidential uses.

The portion of the city south of East Harding Way and Cherokee Road, inclusive of the Greater Downtown neighborhoods, sees rates of overcrowding above the state average, generally corresponding with TCAC/HCD designations of Areas of High Segregation and Poverty and HUD R/ECAPs, diversity index scores above the 85th percentile, and historically redlined locales, with a few exceptions. The census tracts with rates of overcrowding exceeding 20.0 percent are in the Greater Downtown, with the highest rate (29.5 percent) in the census tract between Union Avenue and North Wilson Way in the East Stockton neighborhood, where older housing stock, originally constructed to serve the railroad industry, is mixed with industrial and other nonresidential uses. In contrast, the census tract in the Weston/Van Buskirk neighborhood corresponding to the 100 Sierra Vista Conway Homes public housing units, with a median income between \$20,104 and \$38,359, a TCAC/HCD Area of High Segregation and Poverty designation, 71.9 percent of the residents are renters, and both Asian and Black or African American proportions exceeding the citywide average, has an overcrowding rate of only 4.6 percent, similar to the other tracts in this geographic neighborhood with Moderate and Low resource designations. The availability of 30 three-bedroom and 18 four-bedroom units in the public housing development may be a factor in the low overcrowding rate in this tract.

While some households reported as overcrowded may have chosen to double up inhabitants in one room, and therefore the condition may not be based on inability to find and secure adequate housing, severe overcrowding, particularly among the lower-income households in Stockton, may indicate a more significant potential for displacement. Most noteworthy with respect to overcrowding is the increasing number of households reporting severe overcrowding conditions, from 1.2 percent of total households in 2012 to 2.6 percent in 2020. Renter households have experienced the largest increase in severely overcrowded conditions, from 1.3 percent in 2012 to 3.5 percent in 2020. This risk of displacement applies to both owners and renters in the city, the county, and the state and is a sign that

households are having difficulty finding affordable housing suitable for their size.

The availability of housing units in Stockton appropriate to house lower-income large families (five or more persons) within their affordability level may also contribute to overcrowding. The incidence of large-family households in Stockton, presented in HNA **Table HE-16, Household Size by Tenure**, is higher than in San Joaquin County at 21.2 percent of households compared to a countywide representation at 19.6 percent, and higher than the 13.8 percent throughout the state. In comparison to other jurisdictions in San Joaquin County, the City of Stockton is fairly similar to Tracy, the second largest city in the county, in which 20.9 percent of households have five or more persons, and in contrast with the adjacent smaller cities of Lodi to the north and Manteca to the south, with 14.2 and 18.2 percent of households, respectively, having five or more persons. In Stockton, the distribution of large households by tenure generally aligns with the overall tenure distribution of 49.9 percent homeowners and 50.1 percent renters, with 48.2 percent of large households being homeowners, and 51.8 percent renters. In comparison, 54.8 percent of large households in the county are homeowners, and 45.2 percent are renters, and 55.4 percent of large households in the state are homeowners, and 44.6 percent are renters. This pattern of a slightly higher proportion of large-household renters and a slightly lower representation of large-household homeowners than overall tenure distribution is also found in surrounding jurisdictions in the county.

To meet the needs of large families in Stockton, 63.8 percent of the housing stock has three or more bedrooms. Approximately 66.6 percent of these larger units are owner occupied, comprising 85.2 percent of all of the homeownership stock. Of the total rental stock in Stockton, 42.5 percent of the units have three or more bedrooms, which is 33.3 percent of total larger units in the city. An October 2022 survey of rental listings in Stockton, shown in the HNA **Table HE-30, Average Rental Rates 2022**, indicates that the median market rate rent for a two-bedroom unit is \$1,615, a three-bedroom unit is \$2,357, and larger units are \$2,624 per month. Based on HNA **Table HE-26, Ability to Pay for Housing Based on HCD Income Limits 2022**, with

the exception of a two-bedroom unit, a low-income household of four persons could not afford the asking rent. Therefore, while there is a large proportion of large units, lower-income households with five or more people may experience challenges in finding adequately sized units in their affordability range, which may result in overcrowded living conditions unless they are able to secure housing in one of the 56 assisted affordable complexes in the city or apply HCVs to market-rate, larger rental units.

Therefore, the City will provide incentives to developers, such as streamlined review or parking waivers, that construct affordable housing with larger units in areas of concentrated overcrowding to alleviate housing pressure on households that may be doubling up (Program 30).

OVERPAYMENT

HUD considers housing to be affordable for a household if the household spends less than 30.0 percent of its income on housing costs. A household is considered “cost burdened” if it spends more than 30.0 percent of its monthly income on housing costs, while those who spend more than 50.0 percent of their income on housing costs are considered “severely cost burdened.”

In Stockton, 20.8 percent of households are cost burdened, and 21.0 percent are severely cost burdened, so a total of 41.8 percent of total households experience some level of overpayment. When evaluating overpayment among lower-income households in the city (43.9 percent of total households), this rate of housing cost burden for lower-income households is slightly higher in Stockton, at 75.0 percent, than in San Joaquin County (72.0 percent) and California (70.0 percent). When looking at overpayment by tenure, homeowners generally experience cost burden at a lesser rate than renters across all geographies. Approximately 27.9 percent of homeowners are cost burdened compared to 54.4 percent of renters. More specifically, approximately 25.6 percent of renters overpay for housing and 28.8 percent severely overpay; compared to 15.5 percent of homeowners overpay and 12.4 percent severely overpay. Some stakeholders described that many people in Stockton resort to uninhabitable housing

because they cannot afford anything better. They shared that landlords do not feel any pressure to fix units, knowing that their tenants are desperate for housing as housing costs continue to increase and housing supply is very limited. This data points to the need for more affordable housing units in Stockton to meet the needs of lower-income households.

In many circumstances, overpayment is closely tied to income, and lower-income households are most at risk of displacement due to overpayment, as presented in **Table HE-24, Housing Cost Burden by Household Income Classification**, in the HNA. According to the 2014-2018 CHAS, approximately 43.9 percent of households in Stockton are lower income, of which 75.0 percent overpay for housing—30.0 percent pay between 30.0 and 50.0 percent of their income for housing, and 45.0 percent pay over 50.0 percent for housing. Further, of the cost-burdened lower-income households, 72.5 percent are renters and 27.5 percent are owners. Approximately 58.6 percent of overpaying renters are severely cost burdened, and 64.4 percent of overpaying homeowners are severely cost burdened. In contrast, of Stockton residents making more than 80.0 percent of the AMI, 13.6 percent are overpaying and 2.2 percent are severely overpaying.

As shown in HNA **Table HE-24, Housing Cost Burden of Extremely Low-Income Households 2018**, 14.0 percent of the population falls into the extremely low-income category (ELI), of which 82.5 percent pay over 30.0 percent of their income for housing. Of the ELI households overpaying for housing, 88.7 percent pay over 50.0 percent of their income for housing, indicating a significant shortfall of resources affordable to these households. Approximately 21.4 percent of renters in Stockton are considered extremely low-income, compared to 5.9 percent of homeowners. The majority of ELI households are severely cost burdened—74.8 percent of ELI renters and 66.4 percent of ELI homeowners pay over 50.0 percent of their income for housing. This indicates that, while lower-income renters are more likely to experience cost burden, overpayment is particularly prevalent among all ELI households.

According to the 2016-2020 ACS, most of the city reflects renter cost burdened rates between 40.0 and 60.0 percent (**Figure HE-18, Renter Overpayment in**

Stockton). The contiguous areas with a concentration of households experiencing rates above 60.0 percent are primarily found in the Midtown and East Stockton neighborhoods south of Harding Way, the Greater Downtown, and the South Stockton neighborhood, corresponding to the TCAC/HCD Areas of Segregation and Poverty and HUD R/ECAPs, and the two census tracts south of West Charter Way toward French Camp between I-5 and South El Dorado Street in the Industrial Annex neighborhood. North of the Calaveras River, in the Pacific Avenue/Lincoln Village neighborhood south of East March Lane, a lineal concentration of households experiencing rates of overpayment above 60.0 percent of renters is found from I-5 to the Union Pacific Railroad Sacramento Subdivision line. The majority of this concentration sees rates of renter households above 70.0 percent, lower-median incomes, six affordable housing complexes, and a predominantly Hispanic population, with one TCAC/HCD designation of Area of High Segregation and Poverty and identification as a HUD R/ECAP in the census tract surrounding Weberstown Park. However, likely due to proximity to Weberstown Mall, commercial uses and services along Pacific Avenue, and San Joaquin Delta College, TCAC/HCD resource opportunities in all other census tracts are designated Moderate and High.

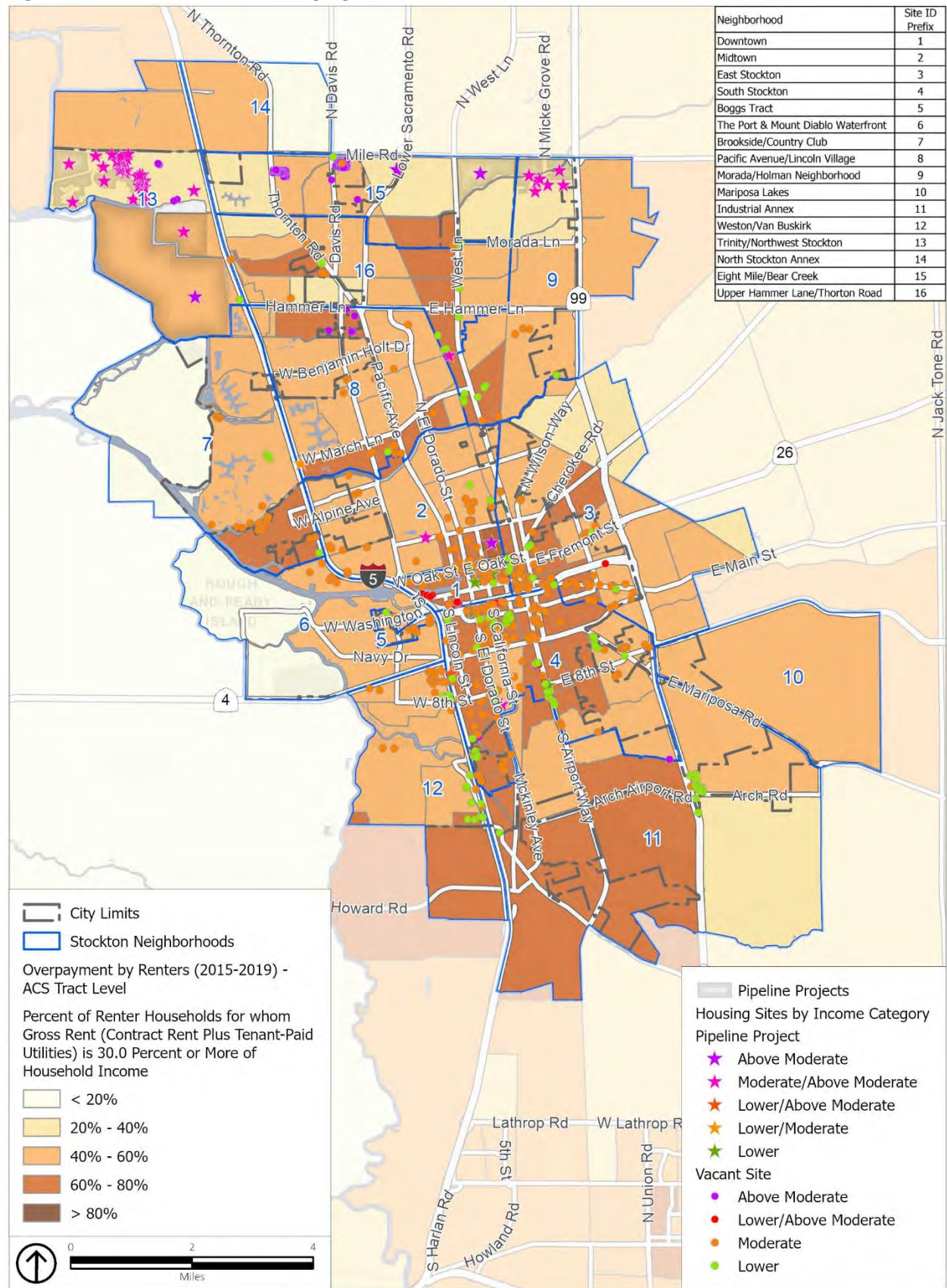
The remaining sizeable concentration of renter households with high rates of overpayment is found along the western edge of the Morada/Holman neighborhood and Upper Hammer Lane/Thornton Road neighborhood between the Union Pacific Railroad Sacramento Subdivision line and West Lane. The area has a sizeable Hispanic presence with non-White populations above 81.0 percent, has an overall lower-income median income, contains eight affordable housing complexes, and renters represent an average of 70.0 percent of the households. The census tract south of Mosher Slough, north of East Hammer Lane, partially within the area known as Tam O'Shanter, including the 315 affordable units at Polo Run Family Apartments and 184 affordable Hampton Square Apartments, is 88.0 percent renter occupied and is designated by TCAC/HCD as an Area of High Segregation and a HUD R/ECAP. However, with the exception of this Area of High Segregation and Poverty, all of the census tracts in these neighborhoods have Moderate resource

opportunity designations. The northernmost census tract in the area south of Morada Lane in the upper Tam O'Shanter area, however, has socioeconomic characteristics that do not consistently align with the other census tracts with high proportions of overpaying renters. The median income in the upper block groups of the Morada/Holman neighborhood fall within the moderate-income range, and unlike the other census tracts with high rates of non-White populations, Asian residents are the predominant population at 37.5 percent of the households, followed by Hispanic residents at 33.0 percent, with Black and African American, and White non-Hispanic roughly around 12.5 percent each. Over 60.0 percent of the residents are homeowners, and with the exception of a few blocks of triplex units along West Lane, this area consists entirely of single-family detached units. Therefore, the renters in this tract are likely overpaying for single-family rental properties.

In contrast to renter overpayment, homeowners generally experience cost burden at a lesser rate. The highest rates of homeowner overpayment north of the Calaveras River generally align with high rates of renter overpayment, high rates of overcrowding, or both conditions. Homeowner overpayment rates between 40.0 to 60.0 percent are found south of Mosher Slough between the Union Pacific Railroad Sacramento Subdivision line and the Union Pacific Railroad Fresno Subdivision line and in a concentration of census tracts of residential stock generally built prior to 1980 on both sides of Pacific Avenue between West Swain Road and West March Lane/Calaveras River, inclusive of San Joaquin Delta College, Sherwood Mall, and a range of commercial and service uses. There is one census tract in this cluster designated as an Area of High Segregation and Poverty and a R/ECAP in which 74.3 percent of homeowners overpay for housing. However, 85.3 percent of the households within this census tract are renters, and therefore, 10.8 percent of total households in this census tract are homeowners who overpay for housing. Two additional census tracts within the Upper Hammer Lane/Thornton Road neighborhood between Lower Sacramento Road and the Union Pacific Railroad Sacramento Subdivision line north of Hammer Lane, known as the Ponce de Leon area, have rates of homeowner overpayment between 43.5 and 45.5 percent (Figure HE-19, Homeowner Overpayment in

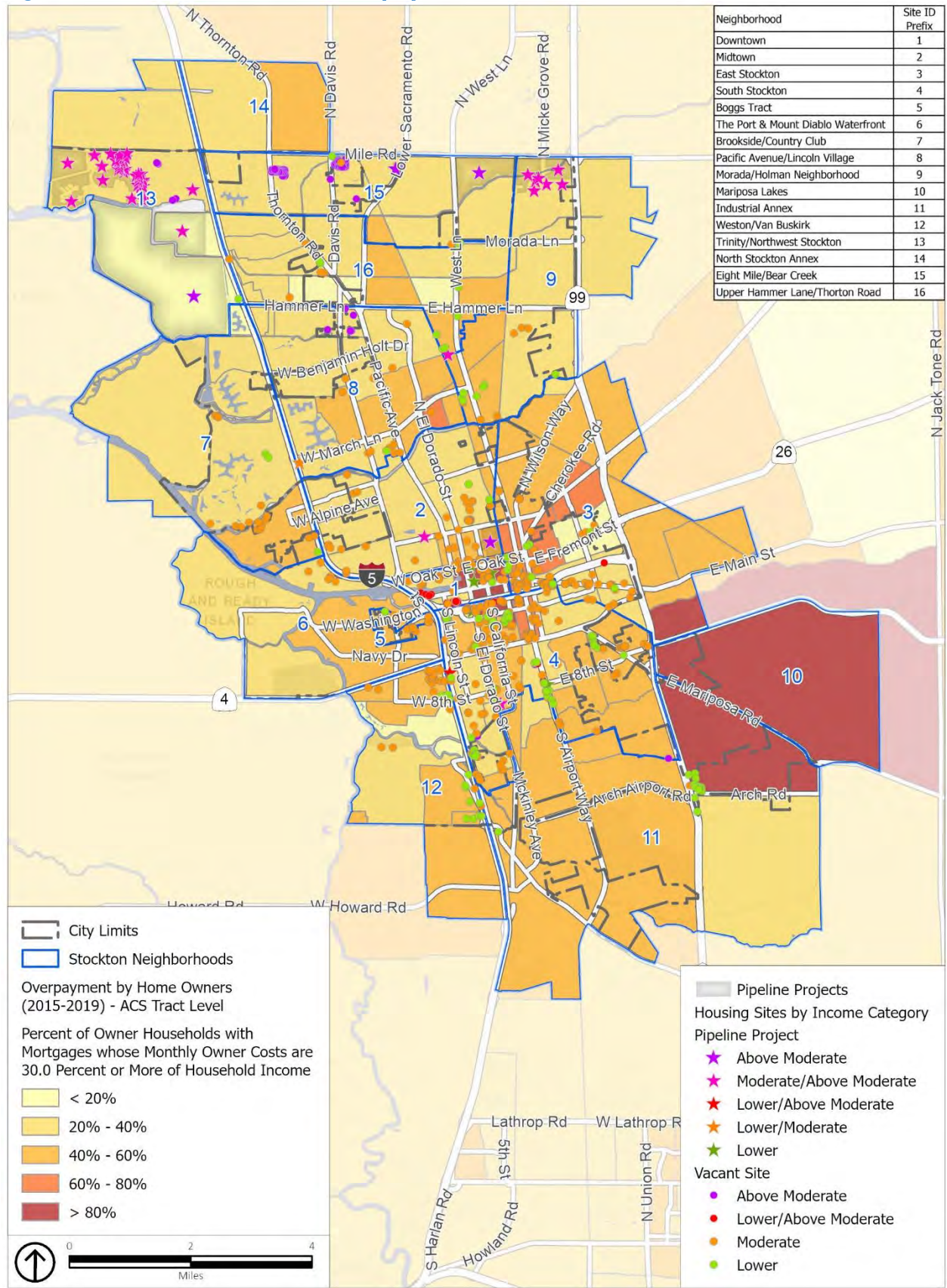
Stockton). Renter households comprise 64.5 and 53.7 percent of the residents in these census tracts, respectively, and although non-White population ranges between roughly 75.0 percent and 82.5 percent, this area is quite diverse, and although the predominant population in each block group in Hispanic, representation is below the city average, and proportions of Asian and Black populations are higher than the citywide average. The median income is just above the threshold between low and moderate income, although 24.0 percent of the population in the upper tract has incomes below the poverty line.

Figure HE-18: Renter Overpayment in Stockton



Source: 2015-2019 ACS

Figure HE-19: Homeowner Overpayment in Stockton



Source: 2015-2019 ACS

South of the Calaveras River, areas with higher concentrations of homeowners overpaying for housing (40.0 to 60.0 percent) generally include the El Pinal community in the East Stockton neighborhood and the Greater Downtown area encompassing the southern edge of the Midtown neighborhood, Downtown, and Homestead area of South Stockton north of SR-4, most of which correspond to a TCAC/HCD Area of High Segregation and Poverty and HUD R/ECAP. However, while it appears that a high proportion of homeowners in the lower Midtown and Downtown census tracts are overpaying, the proportion of homeowners in these tracts range from 2.0 to 11.0 percent of total households, and therefore the percentage of homeowners overpaying for housing is in actuality only between 0.4 percent and 17.4 percent of total households. Areas in the South Stockton neighborhood south of SR-4 and East Stockton neighborhood Fair Oaks area, including those TCAC/HCD designated as Areas of High Segregation and Poverty and HUD R/ECAPs, generally consist of renter households, with the highest incidence of homeowners overpaying for housing between 26.8 and 48.1 percent. The lower homeowner overpayment rate in the South Stockton and Industrial Annex neighborhoods may be partially attributed to housing type and condition, as the majority of units were constructed over 50 years ago, and historical property listings survey on Realtor.com, accessed December 2022, reveals that homes on the market 10 years ago in these neighborhoods were, on average, listed at 12.0 percent of current prices. The lower homeowner overpayment rate might be partially attributed to the presence of longtime residents in these neighborhoods who were able to purchase a home years ago at significantly lower prices than in the current market, (and generally current monthly housing costs would be based on this lower purchase price and tax valuation), and therefore would not be overpaying for their housing, assuming their income level has remained fairly stable. However, lower listing prices for these older units may provide an affordable opportunity for new residents desiring to purchase a home in these neighborhoods and would be within their ability to pay. As well, these neighborhoods are identified as experiencing varying levels of gentrification (see “Risk of Displacement” section), which suggests that higher-income households or real estate investors are purchasing these lower priced properties and

rehabilitating them, which would also contribute to lower levels of overpayment.

Special-needs groups that may be disproportionately affected by high housing costs include large families, single-parent households, and seniors. As discussed in the “Overcrowding” section, large-family households often face special housing challenges due to a lack of adequately sized affordable housing. The higher costs required for homes with multiple bedrooms can result in larger families experiencing a disproportionate cost burden and increase the risk of housing insecurity. While overpayment rates for single-parent households are not available, the ACS reports that 28.9 percent of female-headed, single-parent households are below the poverty threshold. Therefore, these households may have an increased rate of overpayment. Seniors, comprising 21.6 percent of Stockton’s households, often face increased displacement risk due to overpayment as this population more frequently relies on fixed incomes such as retirement savings or Social Security. According to the 2016-2020 ACS, 29.5 percent of senior homeowners overpay for housing, and 64.3 percent of senior renter households overpay, constituting 40.6 percent of all senior households in Stockton.

The sudden loss of employment, a health care emergency, or a family crisis can quickly result in a heavy cost burden, with limited affordable options available in the city, putting these populations that may already be at greater risk of displacement due to overpayment or overcrowding in a situation where they may lose their place of residence and experience homelessness, even when a source of income is still available. Residents finding themselves in one of these situations may have to choose between finding unsuitable lodging within their affordability range, becoming homeless, or moving out of the region. To reduce displacement risk as a result of overpayment, the City has identified the following programs: 7, 14, 15 and 17.

Regional Trends

In the San Joaquin COG region, nearly all of the unincorporated areas have rates of overcrowding below the statewide average of 8.2 percent of households. One exception is the census tract to the west of Stockton which has a rate of overcrowding of 16.2 percent of

households. This area is very sparsely populated with no Census Designated Places, so it is possible that limited housing availability near local agricultural employment encourages community members to share housing.

One additional census tract, which extends from southeast Stockton's SOI near the airport to the unincorporated area east of Manteca has a rate of overcrowding of 12.4 percent, but due to the size of the census tract it is difficult to determine whether or not overcrowded households are within Stockton's SOI.

Within incorporated areas, higher rates of overcrowding are located in north Tracy, east Lodi, central Manteca, and Lathrop. In the Lathrop area, census tracts on the city's outskirts have higher rates of overcrowding at 13.3 percent, while tracts in Lathrop's central areas range between 3.0 and 10.7 percent. In central Manteca, rates of overcrowding are lower, with the highest rate of overcrowding in the city only 9.3 percent. Rates of overcrowding in four census tracts in north Tracy range between 9.4 and 18.5 percent, while the rest of the city has rates below the statewide average. The east side of Lodi has the region's highest rates of overcrowding outside of Stockton, with as many as 31.4 percent of households experiencing overcrowding in this community. Rates of overcrowding in this area of Lodi are higher than many of the areas of Stockton with the highest rates of overcrowding.

Generally, overpayment among renters and homeowners tends to be medium to high across the San Joaquin COG region, with homeowners tending to have lower rates of overpayment in many parts of the county than renters. Overpayment among renters in this region is highest on the south side of Ripon, in central Manteca, in the unincorporated community of Lockeford, and in several census tracts in central and northern Lodi. In each of these areas, more than 60 percent of renter households pay more than 30 percent of their income on housing. In the majority of Lodi's census tracts at least 50 percent of renter households overpay for housing. Similarly, much of Manteca's census tracts have renter overpayment rates over 50 percent, with three tracts having renter overpayment rates over 60 percent. The west side of Ripon also has a high rate of renter overpayment at 63.9 percent, though the other two census tracts that cover the city

have renter overpayment rates of 41.6 percent (central Ripon) and 21.8 percent (north Ripon and surrounding areas). Lockeford has one of the region's highest rates of renter overpayment, with 78.4 percent of renter households overpaying. This census tract has a low number of renter households (236 which is low compared to other census tracts) which may have an effect on this high percentage.

The east side of the unincorporated county area, including the communities of Waterloo, Peters, Linden, and Farmington, have rates of renter overpayment below 40 percent but above 20 percent, as do northern unincorporated communities of Acampo, Collierville, Clements, and Woodbridge.

The census tract that includes Thornton and the northwestern corner of the Stockton SOI, has a rate of renter overpayment of 41.4 percent. Because of the concentration of homes in Thornton, this is likely the central area of renter overpayment in this census tract. On the southwest side of the region, the Tracy area and surrounding unincorporated communities include a mix of tracts with rates of renter overpayment between 20 and 40 percent and between 40 and 60 percent. As much of these areas have the highest incomes in the region, it is important to note that renter overpayment effects even higher-earning, higher-resource areas in the county.

Few areas in the region have low rates of renter overpayment. In the unincorporated area west of Stockton, only 3.9 percent of renter households overpay for housing. However, this area only has 233 renter households, which is low compared to other census tracts. Similarly, two unincorporated census tracts directly north of Stockton and west of Lodi have only 147 and 141 renter households, and renter overpayment rates of 11.6 and 11.3 percent, respectively.

As is the case in the Stockton area, fewer areas of the region outside of the Stockton area experience extremely high rates of homeowner overpayment as compared to renter overpayment. One exception is a census tract in east Lodi. Of homeowner households with mortgages in this tract, 60.5 percent overpay for housing costs. As with several areas of particularly high renter overpayment, it is worth noting that only 195

homeowner households live in this census tract, which is low compared to other census tracts in the region. Three nearby tracts in east Lodi with higher numbers of owner households have rates of overpayment of 58.2, 53.2, and 48.5 percent.

On the north side of Lodi are two census tracts with owner overpayment below 20 percent, but the majority of the census tracts on the west side of Lodi have rates of overpayment between 30 and 40 percent. The unincorporated census tract to the north of Stockton and west of Lodi, which has a low rate of renter overpayment, has a medium rate of homeowner overpayment, 47.3 percent.

In contrast to its high rate of renter overpayment, Lockeford has a rate of owner overpayment of only 16.3 percent. This makes it unusual on the east side of the county, as the other census tracts which include unincorporated communities in this area have owner overpayment rates between 45 and 50 percent, including Peters, Linden, and Farmington. The Waterloo, Glenwood, and Noble Acres areas are also unusual, with only 13.6 percent of homeowners in this census tract overpaying for housing. Escalon is also in slight contrast to its surrounding unincorporated areas, with only 21.4 percent of homeowners overpaying for housing.

The majority of the north, west, and south sides of the unincorporated county and the remaining incorporated cities in these areas have medium rates of homeowner overpayment between 20 and 40 percent. Exceptions to this trend are a small number of census tracts in north Tracy, central Lathrop, and central Manteca. In each of these areas between 40 and 60 percent of homeowners overpay for housing.

HOUSING CONDITION

As discussed in the HNA, housing condition can be an indicator of quality of life. Substandard conditions present a barrier to fair housing as occupants are susceptible to health and safety risks associated with poor housing conditions and at risk of displacement if conditions make the unit uninhabitable or if property owners must vacate the property to conduct repairs. As housing units age, they deteriorate without ongoing maintenance, which can present a fair housing issue for

occupants, reduce property values, and discourage private reinvestment in neighborhoods dominated by substandard conditions. Typically, housing over 30 years is more likely to need repairs or rehabilitation than newer units. As shown in the HNA, **Table HE-22, Age of Housing Stock and Housing Stock Conditions by Tenure**, approximately 66.8 percent of housing units in Stockton are older than 30 years and may need repairs,. This is lower than for the state as a whole, where 69.2 percent of units are older than 30 years, yet higher than 61.5 percent of housing units in San Joaquin County. This need has informed the inclusion of several programs in the Housing Element, including rehabilitation assistance and relocation assistance.

In Stockton, 33.2 percent of housing units were built after 1990. Of the multifamily complexes with five or more units in Stockton, 10.0 percent were built since 2000, 28.4 percent were built between 1980 and 1999, 38.3 percent were constructed between 1960 and 1979, and 23.3 percent were constructed prior to 1960. Smaller multifamily unit types, including duplex, triplex, and fourplex units, constitute 50.6 percent of the multifamily units in the city. Only 5.7 percent of this type of unit has been constructed since 2000, and 25.5 percent were added to the housing stock between 1980 and 1999. The majority of small multiplex units were constructed between 1960 and 1979 (36.9 percent), and 33.5 percent of this type of housing stock were built prior to 1960. Additionally, 61.0 percent of mobile homes in Stockton were built prior to 1980, making them over 40 years old, an age that generally indicates a need for replacement or rehabilitation. Mobile homes typically deteriorate more rapidly than stick-built homes and so are more likely to need significant repairs as they age to maintain conditions. Further, these homes are often more affordable to lower-income households, and the cost of regular repairs can present a barrier to maintaining good housing condition. Therefore, the City will improve communication of rehabilitation assistance programs currently available for lower-income households, including eligible owners of mobile homes and rental property owners to alleviate substandard conditions before reaching a point of uninhabitability (Program 22).

The Neighborhood Services Division of the Police Department enforces codes, laws, and regulations for the abatement of substandard housing conditions and blight issues. Code enforcement statistics from the Neighborhood Services Division provide a sense of the number of units that may need renovation, rehabilitation, or replacement in the city. As shown in the HNA, **Table HE-23, Code Enforcement Cases**, the Neighborhood Services Division processed 234,924 housing code enforcement cases over the past 16 years, at an average of about 14,683 cases each year. The most common housing violations are structural problems, raw sewage, exposed wiring, and other exterior housing problems.

According to the 2016-2020 ACS data, approximately 46.1 percent of households experience one or more of the following conditions: lacks complete kitchen, lacks complete plumbing, is overcrowded, or is cost burdened. While these estimates include households that are overcrowded or cost burdened but do have a complete kitchen and plumbing, it can be assumed that at least a portion are living in units without these basic facilities, which are indicators of substandard housing conditions. ACS data estimate that 0.1 percent of homeowner households live in a unit without complete kitchen facilities, and 0.1 percent without complete plumbing. Approximately 1.1 percent of renters live in units lacking complete kitchens, and 0.3 percent without complete plumbing facilities. Due to the relatively low incidence of kitchen or plumbing problems, most of the households experiencing substandard conditions are attributed to either severe overcrowding, severe overpayment, or both. However, to help property owners make necessary repairs, particularly lower-income property owners and managers of deed-restricted housing, the City has included Program 22 to continue to promote the availability of rehabilitation assistance programs.

While the City has not had the resources to conduct a housing conditions survey in recent years, past surveys focused on three specific areas that were formerly Redevelopment Agency project areas: Midtown, South Stockton, and North Stockton. These are the areas of the city with the greatest concentrations of blighted structures and residences in need of significant rehabilitation. Based on these past surveys and a

consideration of current conditions, it is estimated that there are around 4,000 housing units needing major repairs or replacement. In addition, the City is currently working on an updated survey of these areas and its results will inform future rehabilitation efforts (see Program 22).

DISPLACEMENT RISK

A combination of factors can result in increased displacement risk, particularly for lower-income households. Displacement risk increases when a household is paying more for housing than their income can support, their housing condition is unstable or unsafe, or when the household is overcrowded. As discussed under “Integration and Segregation” and “Overpayment,” there are disproportionate patterns of concentrated poverty in the city that may correlate with increased displacement risk. Other factors, besides those listed above, are vacancy rates, availability of a variety of housing options, and increasing housing prices compared to wage increases. The Urban Displacement Project, a joint research and action initiative of UC Berkeley and the University of Toronto, analyzes income patterns and housing availability to determine the gentrification displacement risk at the census tract level. For the San Joaquin County Displacement Risk Assessment (2019), the research team used the Urban Displacement Project’s Bay Area model to assess census tracts in San Joaquin County for displacement risk. Using the Urban Displacement Project model as a foundation, the research team made select modifications based on best practices and stakeholder feedback. This included modifying the definition of the “region” from 13 counties to San Joaquin County alone, adjusting income parameters, and collapsing the original nine typologies into four displacement typologies specifically relevant to San Joaquin County, as follows:

- **Susceptible to and Ongoing Displacement:** These tracts are low or mixed low income, and some had an absolute loss of low-income households during the period of 2000 to 2018.
- **Varying Levels of Displacement:** These tracts have varying levels of income and housing affordability, and some tracts gentrified during 1990-2000 or 2000-2018, but all tracts experienced an increase

in housing costs and/or rental value during 2012 to 2018.

- **Moderate and Mixed Income:** These tracts range from moderate to high income, and other variables are relatively stable.
- **Varying Levels of Exclusiveness:** These tracts range from moderate to high income, and housing costs are increasing. In some tracts, low-income households are excluded from entering and decreasing in numbers.

According to the San Joaquin Displacement Study (2021) by the San Joaquin Council of Governments, Enterprise Community Partners, and UC Davis Center for Regional Change, 51.0 percent of the population in San Joaquin County falls in the Varying Levels of Exclusiveness typology. In Stockton, it is most prevalent in the northern and southern neighborhoods, including most residential areas in Trinity/Northwest Stockton, North Stockton Annex, Eight Mile/Bear Creek, upper Morada/Holman, Brookside/Country Club, lower Weston/Van Buskirk, and western residential areas along the I-5 in Midtown and Pacific Avenue/Thornton Road neighborhoods. Interview feedback during the San Joaquin Displacement Study process indicated that these communities have seen large amounts of growth in the 2000 to 2018 time period, particularly related to in-migration of households employed in Silicon Valley and in higher-earning jobs throughout the Bay Area that can now work remotely or commute.

Almost 30.0 percent of San Joaquin County households fall into tracts designated Moderate and Mixed Income. This tract typology is relatively stable, without much change in terms of household income over the data period. This typology shows up most frequently in less urbanized and less populated areas of the county that have not experienced the same type of growth occurring around the periphery of the city found in more urbanized communities such as Stockton. However, there are a few portions of Stockton that are categorized as Moderate and Mixed Income in the upper areas of Brookside/Country Club neighborhood, Upper Hammer Lane/Thornton Road neighborhood, and east of Lincoln Village in the southwestern portion of the Morada/Holman neighborhood.

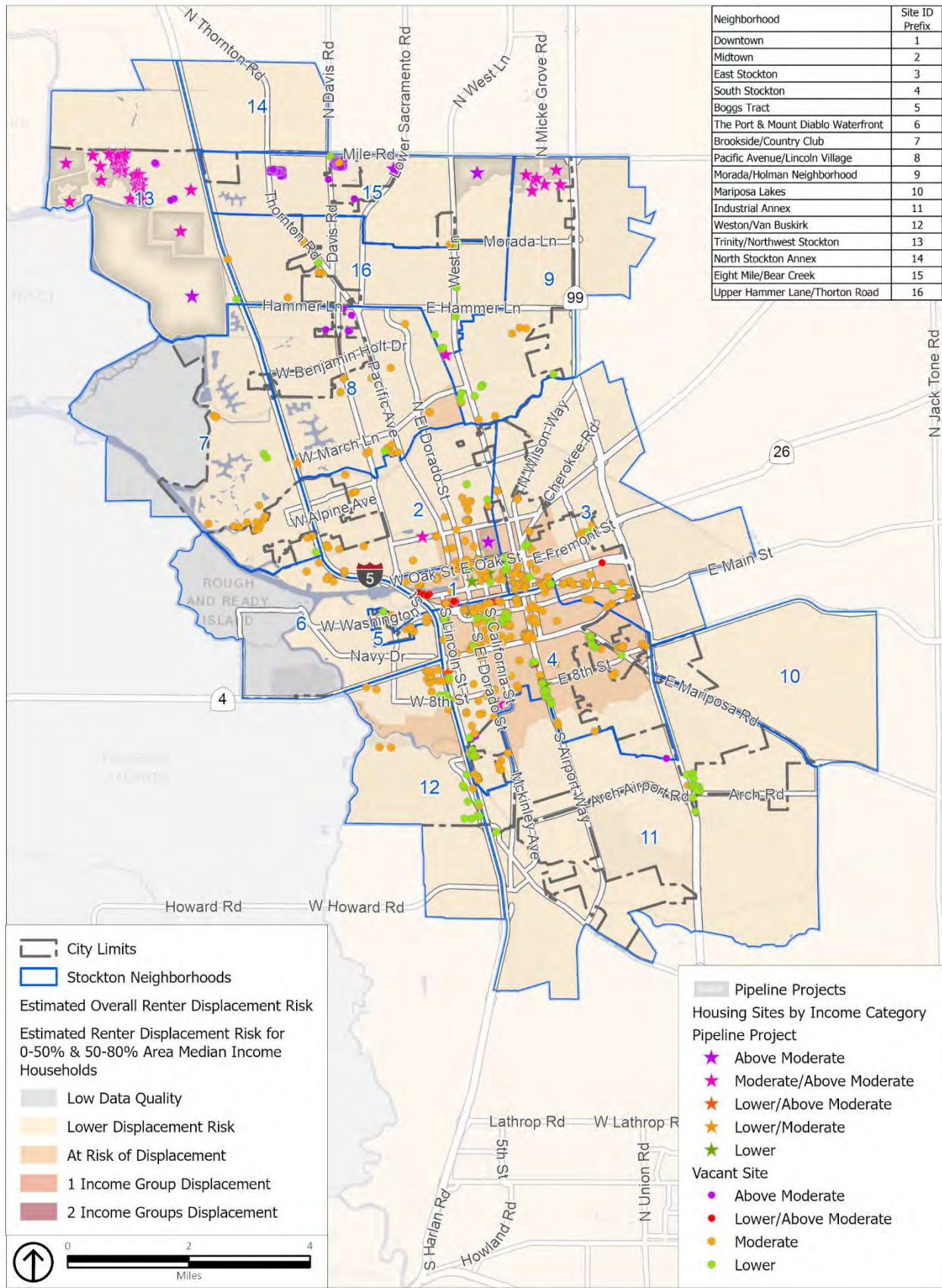
Neighborhoods designated Susceptible To and Ongoing Displacement, and experiencing Varying Levels of Gentrification are those facing the highest risk of and potential impact from displacement. These tracts generally align with high proportions of lower-income households and concentrations of very low-income households, where the majority of households consist of populations of color, there are a high share of renter households, and high rates of renter overpayment correlating to increases in rent above the county median. The methodology also identifies areas where data indicating an absolute loss of low-income households between 2000 and 2018 correlate with relocation of households in response to increases in housing sale prices and rent costs. In Stockton, the mapping tool designates the majority of areas experiencing gentrification and those that are susceptible to displacement within the central, downtown, and south Stockton neighborhoods, including portions of Upper Hammer/Thornton Road in the vicinity of Hammer Lane/Lower Sacramento Road and the Union Pacific Fresno Subdivision Railroad; residential areas around Lincoln Village, Sherwood Mall, Stonecreek Village, Weberstown Mall, and San Joaquin Delta College in the Pacific Avenue/Lincoln Village neighborhood; southwestern residential areas in the Morada/Holman neighborhood; eastern and southern portions of the Midtown neighborhood; the central section of the Port and Mount Diablo Waterfront neighborhood; Downtown; and South Stockton. These two typologies apply to approximately 18.0 percent of households countywide, but they appear to constitute a significant portion of the city, generally corresponding to lower-income areas in Stockton with high rates of renters, renter overpayment, and non-White populations. The recent influx of relocating households from the Bay Area may be a contributing factor to rising home values and displacement of existing lower-income households in these neighborhoods, where homes and rents may be increasing beyond the ability to pay for current lower-income residents, yet might be attractive to in-migrating populations, thus increasing potential for gentrification.

According to the AFFH Mapping Tool (ACS 2015-2019), the California Urban Displacement Project: Estimated Displacement Risk Model Overall Displacement Risk data (see Figure HE-20, Elevated

Displacement Risk) identify the majority of the Greater Downtown, South Stockton, and East Stockton neighborhoods, all of which correlate with locations of affordable housing complexes, and the portion of the Weston/Van Buskirk neighborhood including the Sierra Vista public housing as At Risk of Displacement. As well, a block group in the Pacific Avenue/Lincoln is identified as at risk of displacement. This assessment generally corresponds to the findings of the San Joaquin Displacement Study, although at less detail some transitioning areas are overlooked.

Increases in home and rental prices have impacted residents throughout Stockton, though renters are typically more burdened by housing market increases in annual rent increases, compared to homeowners who have fixed-rate mortgages. As identified in the HNA, according to Redfin, as of November 2022, the median sales price in Stockton was \$420,000 for all home types. Supplementing the 2016-2020 ACS data discussed in the HNA, the Stockton Housing Action Plan Market Conditions Report, 2022, analyzed the home sale price distribution for single-family and condominium units in Stockton between November 2021 to April 2022. According to this survey, 1,705 single-family units sold in Stockton during the time period, the majority of which were three or more bedroom units. The median home price for a single-family home was reported at \$425,000, comparable to the above Redfin estimate, while the bulk of units ranged from \$300,000 to \$600,000. During this same time period, 88 condominium units sold (4.9 percent of total units sold during this period), the bulk of which were two-bedroom units, with an overall median sale price of \$195,000.

Figure HE-20: Elevated Displacement Risk



Source: Urban Displacement Project, 2022 (HCD AFFH Data Viewer).

As discussed in the Stockton Housing Action Plan Market Conditions Report, 2022, based on historical Redfin market median home sale price trends for Stockton and San Joaquin County from February 2012 through April 2022, both the city and the county experienced a dramatic price increase over that period. The county's median home sale price grew by 264.0 percent, and the city's grew by 286.0 percent. However, the median for the city continues to lag below the countywide median, suggesting that Stockton may have a larger inventory of older, less costly homes. However, while the median home value in Stockton was lower than the county and state, the median home price in Stockton is still only affordable to above moderate-income households. In the HNA, **Table HE-26, Ability to Pay for Housing Based on HCD Income Limits**, 2022, shows that the maximum affordable price for a moderate-income family of four is \$416,651, and for lower-income households is \$270,415. (HCD income limits are the basis for determining eligibility for affordable housing.) Purchasing a home above these limits could result in overpayment and/or overcrowding and potential risk of displacement. These maximum ability-to-pay thresholds for a three- or four-person household are significantly lower than the median home sale price for a three-bedroom single-family home. Though 2016-2020 ACS income data indicate that approximately 25.7 percent of Stockton households earn \$100,000 per year or more—which is generally considered the threshold between a moderate income and an above moderate income for a household of four, according to HCD—and would be able to afford the median priced three-bedroom home in 2022, moderate-income households would generally be limited to two-bedroom units and three-bedroom homes at the lower end of the available market listings. These prices outpace income growth, tending to put housing costs beyond the means of more households over time.

Single-family attached homes, including smaller-sized properties such as condominiums, duplexes, triplexes, and quadplexes, at times function as naturally occurring affordable housing (NOAH) units for low- to moderate-income households. These market-rate units are generally older properties that may not be well maintained and command lower rents or listing prices due to the property's age and more limited upkeep. The preservation of NOAH units in multifamily properties

accommodates workforce and middle-class households that may not meet housing subsidy requirements but earn an insufficient income to avoid overpaying for housing. For a low-income household, the maximum affordable home price ranges from \$216,495 for a two-person household to \$292,064 for a five-person household (**Table HE-26** in HNA). Low-income households could afford a one- or two-bedroom and a limited number of three-bedroom condominium units. However, the sales listings in the Stockton Housing Action Plan Market Conditions Report, 2022, referencing the market listing resource List Source, indicated a constrained supply and limited availability of these affordable units.

In order to increase and promote sustainable homeownership for the full range of household incomes and needs, Stockton should focus on infill housing development to encourage development of underutilized properties and maximize the production of units in order to serve the growing number of residents and their households. Given the large number of households earning the median household income or less and facing a housing cost burden, the production of condominiums, townhomes, and other smaller ownership units, especially in more urbanized areas in infill development projects with a mix of market-rate and affordable units, could alleviate supply constraints in the housing market. More importantly, infill housing projects producing single-family attached homes are relatively affordable to low-income households in the city and would expand the opportunity for homeownership to a broader range of households.

Rent prices in Stockton have also increased significantly and present a barrier to lower-income households. Current rental market conditions based on information from CoStar Group, 2022, identified that over 85.0 percent of available rentals in early 2022 were one- and two-bedroom units. Overall, the vacancy rate of market-rate rental units for CoStar Group's inventory is 3.4 percent, which, compared to a healthy rental vacancy rate of 5.0 percent, indicates a shortage of available units. This limited availability of rental stock increases competition for units, and those that face challenges in meeting the credit check or deposit requirements could face homelessness. According to the survey, between March and June 2022, the average

asking rent for multifamily market-rate units increased by over 9.0 percent, with the largest rent increase in one- and two-bedroom units. As discussed previously in the HNA (**Table HE-30 Average Rental Rates, 2022**), based on the HCD income limits, the average market rate three-bedroom apartment with an average monthly rent of \$2,357 is affordable only to a moderate-income household of four or five persons (120 percent of the AMI), which is an annual household income of approximately \$102,000. The average monthly rental cost for a two-bedroom unit is \$1,615, which falls within the ability-to-pay range for a low-income household of four, requiring an average income up to \$66,200 (Housing Action Plan for the City of Stockton, 2022, indicated a required income of between \$50,000 to \$60,000, although rental data was accessed at an earlier date than the HNA date of October 2022 for Zillow inventory). Although there is limited rental stock available at lower price points, it may not be suitable to meet the size, location, mobility, access to resources, or other requirements of the household without overcrowding or overpayment. Very low-income households and households in poverty in general will experience significant challenges in securing rental housing without assistance in the current market in Stockton.

More than 58.0 percent of all renter households earn less than \$50,000, and the median renter household income is approximately \$41,000, indicating a significant existing need for below-market-rate rental housing. This suggests that roughly half of Stockton households would struggle to afford average-priced rental housing in the city. The data demonstrate that while there may be units affordable to lower income households, there is a shortfall of housing affordable to extremely low-income and very low-income households. Therefore, programs aimed at assisting households to secure below-market-rate rental housing or more affordable ownership housing options could assist existing Stockton residents as well as any new residents at lower income levels.

Though housing costs have increased rapidly, wages have not kept pace, as discussed in the HNA. In addition, recent increases in incomes could be partially attributed to the influx of households from the Bay Area with higher paying jobs. The difference in these trends

(housing cost vs. wages) indicates growing unaffordability of housing in Stockton. The discrepancies between wage increases and rising housing costs that are resulting in increased displacement risk are supported by the findings of the San Joaquin County Housing Displacement Report. The report found that a shortage of housing production, rising housing costs, and the influx of residents from the Silicon Valley and Bay Area have intensified housing demand and gentrification of older neighborhoods, resulting in increased displacement risk, particularly for lower-income households.

To address affordability challenges, the City will encourage and incentivize development of affordable housing units, particularly in higher opportunity areas, and will develop a program to connect lower-income residents with affordable housing opportunities and identify funding for financial assistance for first time homebuyers (Program 12).

Regional Trends

Only one area in the region outside of Stockton is considered to be a community at risk of displacement, the east side of Lodi. This neighborhood was determined to be At Risk of Displacement. The remaining COG region was designated an area at Low Risk of Displacement. The census tract immediately west of Stockton was not evaluated as part of the Urban Displacement Project's study.

HOMELESSNESS

As discussed in Section 2, Existing Needs Assessment, the 2022 countywide point-in-time homeless count identified a total of 2,319 homeless persons in San Joaquin County, of which 893 unsheltered persons were counted in Stockton. Of the total 2,319 individuals, 41.6 percent were sheltered, while 58.4 percent were unsheltered. Because encampment locations in the city are not fixed, reported encampment areas may change at any time due to the changing needs of encampment residents or changes to a sense of security. Encampments tend to be located in parks or other open spaces near the city's waterways, near highway overpasses, or in commercial and light industrial corridors.

A large number of unsheltered homeless community members have created a string of encampments along the Mormon Slough, just south of downtown. Depending on the point along the slough where encampments are located, some areas have close access to transit and commercial areas. Bus routes on the Weber Avenue corridor, including the 47, 515, and 715, are in close proximity to Mormon Slough, as are routes on South Lincoln Street (515 and 715).

Other encampments south of downtown have been located at South Airport Way and East Clay Street. This area is near a grocery store and the Salvation Army with its associated services, plus the transit routes that run on South Wilson Way (378, 580). Slightly further away, residents encamped in this area can also reach the Route 49 bus at South B Street. There have also been several long-standing encampments along West Church and South Harrison near the St. Mary's Community Services and Dining Room, and in a number of parks in the city. Transit and resource access in the area of St. Mary's is similar to that of Mormon Slough, with close proximity to Lincoln Street's transit lines.

The St. Mary's Community Services campus offers comprehensive services for persons experiencing unsheltered homelessness in Stockton. The Dining Room serves three meals a day, year-round and oftentimes provides an entryway to additional on-site programs and services that can lead to stability and wellness. Their shower and clothing center is open six days a week, with a non-profit partner Loads of Hope bringing their free mobile laundromat on additional days. On-site and free health services include a dental clinic, medical clinic operated by Community Medical Centers, dedicated recuperative care beds, and a Health Ambassador program in partnership with St. Joseph's Medical Center that offers warm hand-offs to and from the hospital and other treatment programs. Case managers and the Housing Navigation Teams work with individuals and families to create individualized case plans and pathways to stable housing. Finally, St. Mary's campus operates three low-barrier shelters for men, women, and families.

Parks with encampments include McKinley Park, south of downtown; Banner Island Ballpark, located in the downtown area; and Louis Park, near the Country Club

unincorporated community. McKinley Park is in a more residential area, but has access to schools and to transit along East 8th Street and South El Dorado Street (Routes 510 and 710). Banner Island Ballpark is close to commercial resources and is served by the transit routes of West Fremont Street (04, 545, and 725) and is a close walk to transit routes on Center Street (04, 90, 91, 93, 545). Louis Park is in a more residential area but is also served by Route 04. Other encampments on the west side of the city are located around overpasses of I-5 and along Ten Mile Slough near the unincorporated Country Club neighborhood. Ten Mile Slough is located in a predominantly residential and recreational area and is not served by transit.

On the city's northeast side, encampments have been located at the intersection of March Lane and Fred Russo Drive, and on the northwest side along White Slough. The neighborhood around March Lane and Fred Russo Drive is primarily residential, but March Lane is served by routes 335, 340, and 371 at this intersection. Depending on the location of the encampment, homeless residents camped along White Slough may be able to access commercial centers and transit, including a stop in the commercial center on Mariners Drive.

Stockton Police and Fire Departments partner with a number of public and private organizations on a multi-agency Homeless Outreach Team to ensure that homeless encampments are safe, to provide health care and behavioral health services, and to encourage individuals to move to shelters or housing. Partners include County Behavioral Health Services, Whole Person Care teams, Community Medical Centers (via Care Link "Health Care for the Homeless"), San Joaquin County District Attorney's Office, and County Public Health Services.

The San Joaquin Continuum of Care, San Joaquin County, the City of Stockton as well as the other cities in the County adopted a Regional Plan to Address Homelessness. In line with HHAP 1-5 requirements, most recently HHAP 5, the City has adopted a Homeless Action plan that tracks to state mandated performance measures. St. Mary's Community Services is the largest recipient of State allocated Homeless Encampment Resolution Funds and is accountable to those funds.

Those funds will expand a partnership with St. Mary's Community Services and STAND Affordable Housing for an additional 17 multi-room homes and will focus efforts on moving individuals from CalTrans District 10's highest priority encampment: SJ 4 EB/WB at SB/NB SJ 5 Interchange Complex (PM 16.21), part of the Mormon Slough encampment, into housing. In addition, 2024 will see the completion of nearly 300 low-barrier modular units for people who are unsheltered, a navigation center with up to 180 beds, and three Homekey Projects creating more than 108 units of homeless housing. Given current numbers, the City will nearly close the gap on unsheltered homeless.

The San Joaquin Continuum of Care recently completed the 2024 PIT unsheltered Count utilizing ESRI's ArcGIS tool. Once analyses are complete, the City will receive geotagged data that will provide actionable insight into where to allocate resources, provide services, or administer outreach. The City's Police Department and CalTrans intends to share any future encampment mapping efforts with City staff.

The City has included several programs in the Housing Element that will help to address the current and future needs of homeless community members. As part of Program 25, the City will continue to support organizations that assist persons experiencing homelessness, including applying for funding and pursuing private donations to support these organizations. Through Program 6, the City will encourage the development of Accessory Dwelling Units, which have the potential to serve lower-income households that may currently be experiencing homelessness. Through Program 11, the City will coordinate with the Housing Authority to continue to offer the Housing Choice Voucher and will implement a Housing Choice Voucher education program with the goal of increasing the number of landlords that accept these vouchers that can serve lower-income households that may be experiencing homelessness. The City will work to increase the overall number of affordable housing units that are available in the city through Programs 19 and 20.

Regional Trends

With 2,319 individuals counted as part of its 2022 PIT count, San Joaquin County has a similar number of homeless residents to neighboring Contra Costa County, which counted 2,277 homeless residents in the same year, and slightly higher than that of Stanislaus County, which had a total homeless population of 1,857 that year. Solano County also had a lower count of homeless residents that year (1,179 total). Tuolumne County, which is more rural in character, counted 266 homeless residents in 2022. Sacramento County had a significantly higher number of homeless residents in 2022 compared to San Joaquin County, with 9,278 residents experiencing homelessness, either sheltered or unsheltered.

Large cities like Stockton tend to be the central point for homeless residents to congregate, as it allows them to be closer to jobs and essential services. Approximately 66 percent of Stockton's unsheltered homeless community was in Stockton on the night of the 2022 PIT count. Similarly, in Sacramento County, 67 percent of unsheltered residents were in the City of Sacramento during the 2022 PIT count. In Stanislaus County, 77 percent of all homeless residents were in Modesto, though this number was not divided into sheltered and unsheltered populations.

OTHER RELEVANT FACTORS

HISTORY OF DEVELOPMENT TRENDS

The city was established by Captain Charles Weber in 1848 with the purchase of 49,000 acres of land through a Spanish land grant and the intention to supply the Gold Rush. The City was officially incorporated soon after in 1850. Following its role as a major supply point during the Gold Rush, shipbuilding served as the primary industry in the city, and agriculture began to take a stronghold in the valley. The city's strategic location takes advantage of the navigable waterways of the San Joaquin Delta, the rich soils, availability of water, and numerous railroad lines converging in the city and connecting it to the major distribution centers in the San Francisco Bay 90 miles to the north. The Port of Stockton officially opened as the first inland seaport,

which contributed to the city's growth and identity. Following WWII, the city's economy shifted away from shipbuilding to agricultural operations, industrial operations, and product manufacturing, but it remains a major shipping point for these commodities.

The city originally developed around the waterway in the Port and Mount Diablo Waterfront neighborhood and Downtown area, which later would become the Port of Stockton. Development expanded to the north after the turn of the century into the lower portion of the current Midtown neighborhood where University of the Pacific, San Joaquin Delta College, California University-Stanislaus, and Dameron Hospital were established, and to the south in the South Stockton neighborhood in an area known as the Homestead. Both of these areas are a current resource of older residential housing stock. By the late 1960s, the city encompassed the Downtown neighborhood, which remained the central business district with Main Street as the anchor; the Midtown neighborhood in its entirety; and residential and supporting commercial uses north of the Calaveras River closely following Pacific Avenue, North El Dorado Street, and West Lane in the Pacific Avenue/Lincoln Village neighborhood, extending just north of West Hammer Lane in the Upper Hammer Lane/Thornton Road neighborhood. Though a portion of the residential areas in the Midtown neighborhood are smaller, older, single-family and small multifamily units, the portion of Midtown south of West Harding Way is also home to the Magnolia Historic Preservation District. Development had also extended into both the East Stockton neighborhood (previously called Fair Oaks) and the South Stockton neighborhood (inclusive of unincorporated county islands). Only a small section the southwest corner of the Brookside/Country Club neighborhood west of I-5 had been developed, most of which is unincorporated county island.

According to the 2016-2020 ACS, the number of owner-occupied and renter-occupied units is almost equivalent. The greatest period of residential growth in Stockton occurred between 1970 and 1979, during which 18.9 percent of the city's current occupied housing stock was constructed, with a predominance of multifamily unit types (21.7 percent of current renter-occupied units and 16.0 percent of the current owner-occupied units). Much of this multifamily development

occurred west of the I-5 in the Lincoln West Planned Community in the northern portion of the Brookside/Country Club neighborhood as duplex and condominium complex housing typology. Vacant tracts in the central portions of the city between West Hammer and Morada Lanes in the Upper Hammer Lane/Thornton Road and Morada/Holman neighborhoods were filled in with primarily single-family and duplex housing, becoming the destination for the Asian population to relocate following the disruption to the Asian community in the 1960s from the right-of-way for the cross-town SR-4. These neighborhoods in the northeast section of the city currently have a concentration of predominantly Asian residents.

A second significant period of growth occurred in the following two decades, between 1980 and 1999, resulting in an additional 28.1 percent of the city's housing stock, although during this time period a slightly greater proportion of owner-occupied units were constructed (29.0 percent) compared to renter-occupied units (27.3 percent). Growth on the west side of I-5 occurred during this time frame, and this major transportation route functioned as a physical barrier that allowed developers to promote residential neighborhoods branded as distinctly different in character from the rest of the city. The majority of the Brookside/Country Club neighborhood was developed as a master planned golf course community, with satellite planned-development gated communities and upscale market rate single-family units and supporting commercial space. There was a spurt of development between 2000 and 2009 in the Eight Mile/Bear Creek and Trinity/Northwest Stockton neighborhoods, the Morada/Holman neighborhood north of Morada Lane, and the Weston Ranch community in the Weston/Van Buskirk neighborhood, during which 17.4 percent of the housing stock was built, primarily owner-occupied housing (24.2 percent of owner-occupied housing stock, and 10.6 percent renter occupied-housing). Only 1.9 percent of the housing stock has been built since 2000, indicating a decline in residential growth in Stockton over the past two decades. However, there currently are a number of market rate subdivisions under construction in the northern end of Morada/Holman and northwestern corner of Trinity/Northwest (Westlake subdivision), and Eight Mile/Bear Creek neighborhood east of North Lower Sacramento Road that might not

have been taken into account during the 2016-2020 ACS data period.

Like several other cities in the San Joaquin Valley, immigration and historical exclusionary practices have contributed to the various development patterns found in the city today. The Chinese were the first major group of non-European settlers in Stockton, living along Miner Street near the waterfront and later moving to East Washington Street, which became Stockton's Chinatown. The next wave of agricultural worker immigrants from Japan, the Philippines, and the Punjab province of India also faced housing discrimination and were restricted from living north of Weber Street, which was Stockton's "color line," according to the Japantown Atlas Overview Map: Stockton Japanese American Businesses of 1940 (1917 and 1951 maps). However, unlike the earlier Chinese, the Japanese and Filipino immigrants were predominantly family units and formed more cohesive cultural communities, expanding upon the earlier Chinatown settlement and establishing a presence from the East Weber levee south to Lafayette Street, between South Commerce and South Hunter Street.

These areas were impacted economically during the Japanese internment period, as businesses closed and homes were abandoned. With the absence of the Japanese workforce, the federal Bracero program brought in temporary Mexican workers, many of whom inhabited the vacated housing available in the evacuated China and Japan Town communities. While there were few African Americans in Stockton prior to WWII, after the war many servicemen remained in the Stockton area and filled available shipyard and growing manufacturing jobs. As the invisible Weber Avenue "color line" remained unspoken yet in effect, this new immigrant population generally established themselves in the older residential areas in South Stockton as well as in the vicinity of the Filipino, China, and Japan Town communities, close to the port and industrial areas where the jobs were. Upon return from the internment camps, the Asian community was reinstated, but many residences and businesses had been re-occupied by Bracero and African-American workers, and the concentration of non-White population expanded southward.

When the color line was lifted concurrently with the construction of cross-town connector SR-4 in 1961, much of the Asian population relocated north of the Calaveras River, with significant concentrations settling in what is currently the Morada/Holman neighborhood and Upper Hammer Lane/Thornton Road neighborhood east of West Lane. The other communities of color, including the displaced Filipino residents, remained in the vicinity of the Downtown or relocated south of the cross-town freeway in South Stockton or into East Stockton in the former Fair Oaks area.

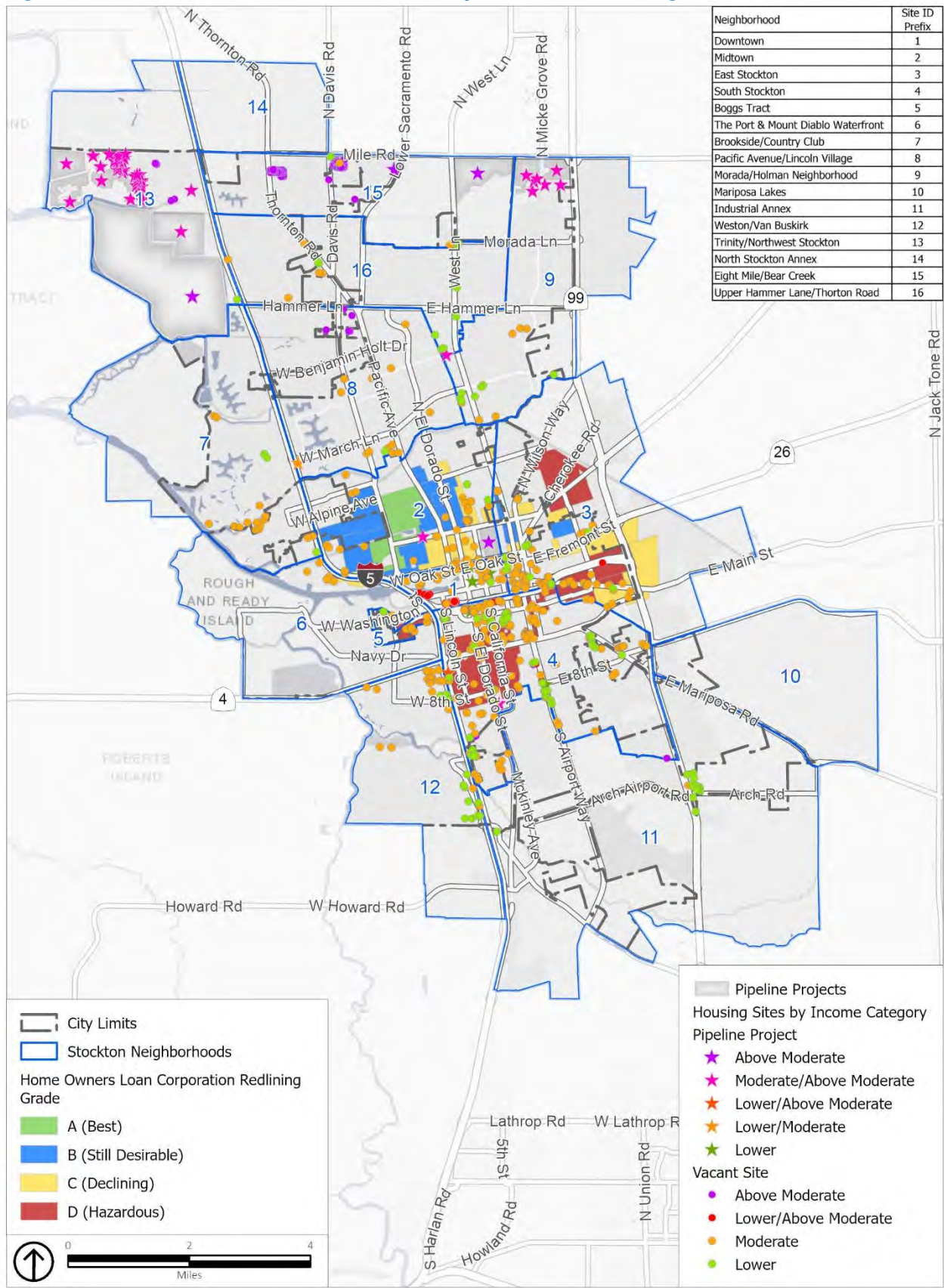
A variety of historical practices and policies resulted in past and present patterns of segregation. Some urban renewal activities contributed to the segregation of lower income communities of color in certain sections of Stockton—for example, the cross town SR-4 freeway; land use decisions to construct affordable housing complexes in existing lower-income areas, including the Greater Downtown, South Stockton, and along the circulation corridors extending northward from the Midtown neighborhood where the first residential neighborhoods across the Calaveras River were constructed; and prioritizing newer market-rate single-family developments in the more peripheral western, northern, northeastern, and southwestern edges of the city. Physical features in the city also contributed to creating spatially divided concentrations of income and racially based neighborhoods—particularly the various delta sloughs, creeks, Calaveras River, the port and scattered lake features, roadway infrastructure, and the two Union Pacific Railroad lines with associated rail yards and switching stations. Though these factors did not openly target minority groups, they may have contributed to establishing development patterns that prevented access to opportunities by lower-income households. Local, state, and federal policies have, both directly and indirectly, influenced access to services, amenities, and opportunities for lower-income and non-White households.

As well, nationwide practices of discriminatory land use policies, redlining, and mortgage lending discrimination have presented overt barriers to homeownership and housing options in general for people of color. Redlining refers to the process of delineating neighborhoods deemed "unworthy of private

investment.” The Home Owners’ Loan Corporation evaluated neighborhoods based on their desirability. Investors categorized neighborhoods as “red” or “yellow” if there was said to be an “infiltration of undesirable populations” or a “lack of homogeneity” (referring to White-only populations), which indicated a declining neighborhood. Once a neighborhood was “redlined,” banks refused to grant home mortgages and loans to residents in the area. As shown in **Figure HE-21, Home Owner’s Loan Corporation Redlining Grade**, Stockton had historically many red census tracts, most of which were in the South Stockton neighborhood, and yellow census tracts in the northern Greater Downtown and Midtown neighborhoods. Most of the red or yellow tracts correlate with lower-income communities, although north of SR-4 not all tracts are heavily racially or ethnically concentrated.

In order to address historical discrepancies in access to opportunities lower-income households and people of color, the City has included Program 32.

Figure HE-21: Home Owners' Loan Corporation Redlining Grade



Source: University of Richmond, 2021.

LAND USE AND ZONING PATTERNS

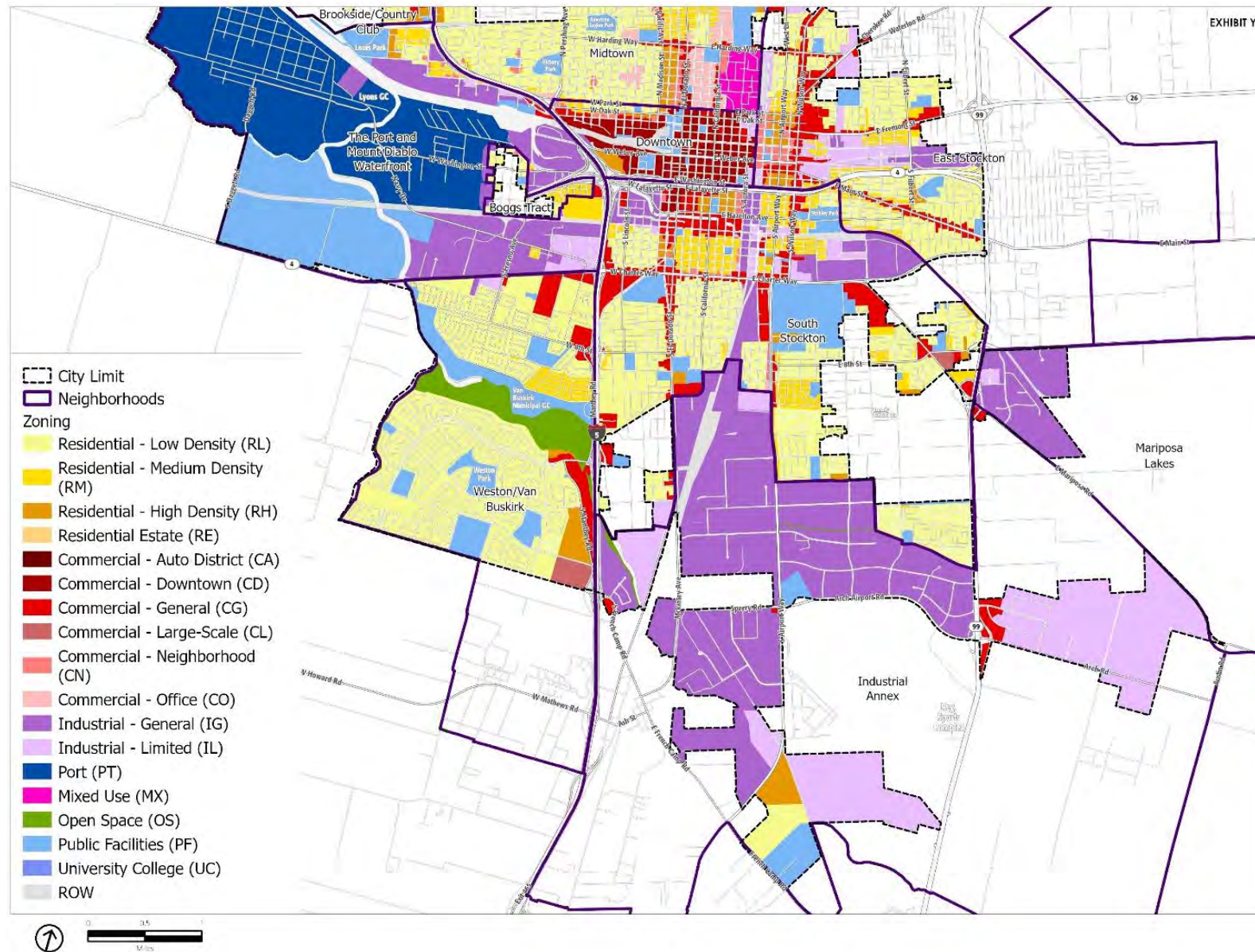
According to the 2016-2020 ACS, 73.1 percent of the housing stock in Stockton is single-family units, inclusive of single-family attached units, indicating a higher level of single-family zoning than in the city of Lodi, yet lower than in the city of Manteca and other San Joaquin County jurisdictions. However, zoning designations change over the years, and land zoned for higher density multifamily units may have been developed with lower densities (single-family or condominium). There is no direct correlation between the proportion of single family units and the percentage of land zoned for single-family residential. Duplex, triplex, and fourplex unit types make up approximately 8.1 percent of Stockton's housing units. Conversely, 17.7 percent of the housing stock consists of multifamily units in structures of five or more units, with 32.9 percent of the larger multifamily units in structures of 50 or more units. Mobile homes comprise only 1.1 percent of the housing stock, with the majority of the units in the South Stockton and East Stockton neighborhoods.

While in most communities single-family zoning can create desirable places to live, higher entry costs associated with this housing type can pose a barrier to access for low- and moderate-income households, and in turn restricting access to economic, educational, and other opportunities that are available in higher-resource communities. Stockton consists of a mix of resource designations and therefore offers varying levels of access to education, services, employment, and business resources to residents regardless of product type. As well, while almost three-quarters of the housing stock are single-family units, the split between renters and homeowners is roughly equivalent, at 50.1 and 49.9 percent, respectively, indicating that a portion of the rental housing stock is single-family units. As discussed previously, the higher resource tracts are largely concentrated in the northern part of the city. Tracts with High Segregation and Poverty designations are clustered in Greater Downtown Stockton and correlate to the concentration of lower median household income block groups and the R/ECAPs discussed earlier. Also, most of the tracts to the south of East Harding Way are identified as either High Segregation and Poverty or Low resource. Further, while market values of homes in Stockton are generally lower

than in Manteca and Lodi, and while older, smaller units may have historically provided opportunities for home ownership for lower-income households, in the current market, the average single-family home price has risen to over \$420,000. Based on data presented in the Stockton Housing Action Plan Market Conditions Report, 2022, even the average home in Stockton would likely be over most of the moderate-income households' ability to pay.

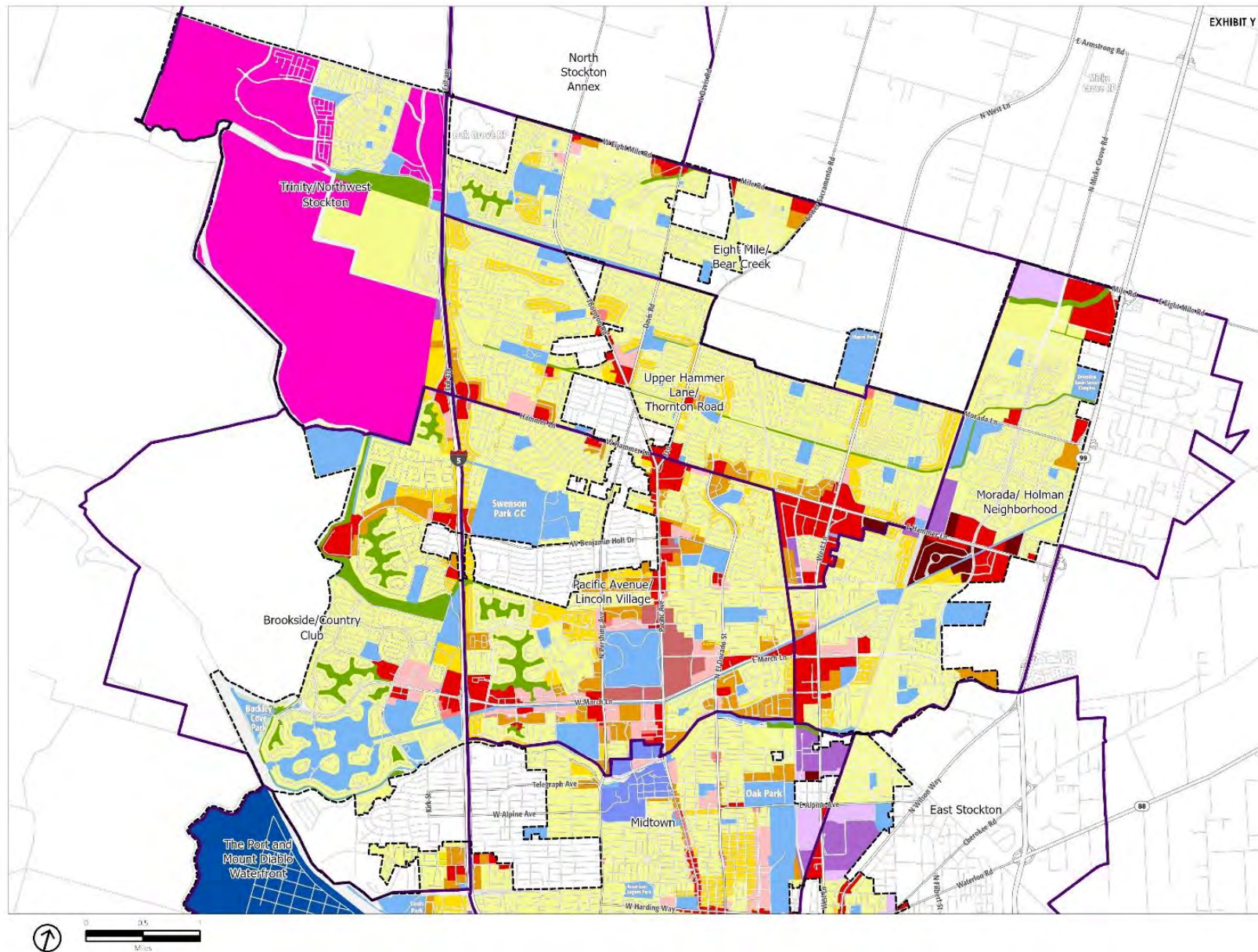
As shown on **Figure HE-22, Zoning in Stockton**, there are four base residential zones: Residential Estate (RE), Residential Low Density (RL), Residential Medium Density (RM), and Residential High Density (RH). Additionally, the Mixed-Use District (MX) is intended to apply to large properties of at least 100 acres that can accommodate a wide range of land uses. A master development plan is required for each MX zoning district to identify specific allowable land uses and development regulations. High density residential is also permitted at densities up to 136 du/ac in four of the commercial zones of the city (only in the Downtown Core area) with the intent of encouraging a mixture of high intensity uses, including high density residential. As shown on **Figure HE-22**, single family zones are predominantly in the outer and central areas of the city, with higher intensity uses along major transit corridors, adjacent to commercial nodes, in the vicinity of the three major educational campuses in the city, and Downtown.

Figure HE-22a: Zoning in Stockton (South)



Source: City of Stockton, 2023.

Figure HE-22b: Zoning in Stockton (North)



Source: City of Stockton, 2023.

Affordable housing development typically requires high-density zones to support construction; therefore, zones limited to single dwelling units on each lot do not support affordable development. In Stockton, the higher density zones permitting multifamily unit types are clustered in certain parts of the city and tend to correlate to the timeline of growth in the city and the advent of Housing Element RHNA requirements, although the zoning depicted by **Figure HE-22, Zoning in Stockton**, has been updated to reflect recent zone changes to allow multifamily in more areas of the city. North of the Calaveras River, the highest-density multifamily zones are interspersed within planned developments, master planned developments, and specific planned areas west of I-5 in the Brookside/Country Club and Trinity/Northwest neighborhoods; in the Quail Lakes Planned Development in the Pacific Avenue/Lincoln Village neighborhood; and adjacent to General Commercial uses along the major arterials in the Eight Mile/Bear Creek and Morada/Holman neighborhoods that have been more recently developed or are in planning/entitlement stages. The above-described high-density zones correspond with higher-income block groups and higher TCAC/HCD designations. In the developed Brookside Country Club and Quail Lake gated and golf course communities, the higher density enclaves were included as high-end market rate condominium and rental complexes, offering housing mobility opportunities primarily to higher-income households. However, the larger tracts identified along the developing periphery of the city will foster housing mobility opportunities for lower-income households into higher resource areas.

Additional high-density zones north of the Calaveras River are found in the central Pacific Avenue/Lincoln Village neighborhood in the vicinity of the Sherwood Mall, Weberstown Mall, and between March Lane and the Calaveras River, and along major arterials in the lower portion of the Morada/Holman and Upper Hammer Lane/Thornton Road neighborhoods. This distribution is consistent with a pattern of multifamily housing primarily in Low and Moderate resource areas, corresponding to affordable assisted multifamily complexes, predominantly Hispanic populations, and concentrations of lower-income households. The data suggest that the multifamily housing in the more mature portions of the city north of the Calaveras River, which

tend to be more affordable, is limited to areas with other factors that result in a lower quality of life.

High-density zoning is also found in the Downtown, radiating out from the Greater Downtown area into the four neighborhoods surrounding Downtown, also consistent with the pattern higher-density housing types primarily in Low and Moderate resource areas and corresponding to affordable assisted multifamily complexes, predominantly Hispanic populations, and concentrations of lower-income households in the more historically developed portions of the city. Revitalization efforts are focusing on providing mixed-income housing mobility opportunities to meet the needs of current residents at risk of displacement and foster integration of higher-income households to support the improvement of the TCAC/HCD resource designation. Sizeable tracts of vacant and recently developed high-density zoning are identified in the southern end of the Weston/Van Buskirk neighborhood as part of the Weston Ranch Planned Development, designated Low resource.

PUBLIC AND PRIVATE INVESTMENT PATTERNS

Public and private investment typically includes construction, maintenance, and improvements to public facilities, including infrastructure, acquisition of land, and major equipment. Historically, investment by the City has been prioritized based on need and available funding, which has prevented disinvestment in any particular area of the city.

The City's current prioritization process for capital improvement funding includes an initial review of projects that considers fiscal consequences; health and safety effects; community economic effects; feasibility; implications of deferring the project; amount of uncertainty and risk; and environmental, aesthetic, and social effects. The following are projects the City has recently completed or is currently constructing:

- **Roadway Improvements.** To improve connectivity to public transit at the Cabral Station, Miner Avenue street improvements were completed between Center Street and Aurora Street. The project included reduction in the number of vehicle travel lanes from two lanes to one lane in

each direction with buffered bicycle lanes; construction of a traffic-calming roundabout; and signal, lighting, and median landscape improvements. To reduce congestion and improve mobility and safety for vehicles, bikes, and pedestrians, the City is replacing a four-way stop at Lincoln Street and Eighth Street by constructing a roundabout and reducing traffic lanes at the intersection.

- **Roadway Improvements: Weston Ranch Crossings.** To increase safety for pedestrians and bicyclists at nine crossing locations in Weston Ranch, improvements included combinations of flashing beacons; high-visibility crosswalks; signage; curb ramps; and other changes along the curbs, gutters, and sidewalks, depending on traffic and pedestrian needs at each crossing.
- **Sidewalk, Curb, Median, and Gutter Repair.** To foster revitalization in the downtown and environs, the project removes and replaces concrete sidewalks, curbs, and gutters that have been damaged by tree roots at various locations citywide. To maintain safety and roadway conditions along major arterial roadways, the City will complete the reconstruction of the median along two major sections of Pacific Avenue between Hammer Lane and the Calaveras River Bridge.
- **ADA Upgrades.** To improve safety and accessibility throughout the city, all sidewalk and roadway circulation projects include bringing infrastructure up to ADA standards.
- **City Hall Renovations and Relocation.** To better serve the residents of the city and consolidate the various departments currently in various buildings downtown, the New City Hall Renovations and Relocation project site is at 501 and 509 W. Weber Ave., at the northwest corner of Weber Ave. and Lincoln St. The project will renovate two 5-story buildings and includes both on- and off-site improvements. When completed, the majority of City departments currently in various buildings will relocate to the renovated buildings.
- **Public Recreation Facilities.** To provide quality public recreation amenities to all residents, the City will complete a total renovation of 22.3-acre McKinley Park, the largest municipal park in South Stockton. To provide quality recreation and community services for all residents, the City has

begun construction of the future multifunction Northeast Stockton Library and Community Center at 1461 Morada Lane next to McNair High School, at the corner of West Lane and Ronald McNair Way.

- **Bicycle and Trails Improvements.** To broaden the city's bicycling network and encourage more to utilize nonvehicular transportation, the City is introducing the Central Stockton Road Diet Project. The plan includes placing new markings and stripes and creating Class II bike lanes on several streets in central Stockton, with the goal to provide a low-stress bicycling alternative to Harding Way. To promote safer, healthier travel options, the March Lane Bike Path project will improve the bicycle and pedestrian path, providing a wider cross-section. Improvements will be made midblock and at intersections, with gap closures and enhanced connections to adjacent uses. To support sustainable mobility and growth and ensure the next phase of bicycle infrastructure can be funded and implemented, the City is updating its Bicycle Master Plan
- **Alexandria Culvert.** The City of Stockton is working to replace the culvert at Alexandria Place and Five Mile Slough to improve public safety and reduce potential flooding impact.
- **Safe Routes to School.** The City will continue to fund and work with the following schools: John Marshall Elementary, Taylor Elementary, Pittman Elementary, Roosevelt Elementary, McKinley Elementary, and George W. Bush Elementary to implement improvements and promote Safe Routes to School in an effort to improve access to school and safety for children and parents.

Priority for projects is based on what will result in the greatest community benefit, mitigate existing issues, and address public demand and need. The City is focusing on creating more public facilities, public safety, and recreational amenities for residents; expanding the capacity of the water, sewer, and roadway infrastructure network; and preparing for expansion of the city's development of industrial, commercial, and residential uses. There has not been any disproportionate investment or disinvestment in a particular area of the city over the past several decades. In addition, the City will continue to implement Program 4 to address future projects that address community needs. The annual CIP

provides funding for new facilities to handle expanding growth and targets the central older core of the city with roadway improvements, parks improvements, and general maintenance as well as infrastructure rehabilitation throughout the city.

LOCAL KNOWLEDGE

The City has undertaken a number of Downtown revitalization projects over the past two decades to refocus attention on its historical significance, promote higher-density opportunities, and maximize the Port of Stockton amenities, including: Robert J. Cabral Train Station, Stockton Arena and Banner Island Ballpark waterfront recreation amenities, City Centre Cinema, ACE Train Station, University Plaza Waterfront Hotel mixed-use project, Weber Point Events Center, historic Hotel Stockton restoration, and the San Joaquin County Courthouse. Strengthening the core Downtown neighborhood is envisioned as an impetus to foster revitalization and infrastructure investment throughout surrounding neighborhoods, as well as along the major transportation routes and commercial corridors. In addition, an overview of significant development projects and plans that have shaped the growth and character of the city, contributed to place-based revitalization, and fostered residential opportunities, some of which are currently on-going and are a source of sites included in the identified unit capacity to meet the RHNA, provides context for the policies and programs developed to further fair housing,

Neighborhood Action Plans

Neighborhood Action Plans are being developed for the South Airport Way Corridor, Little Manila/Gleason Park, and Cabral/East Cabral. Planning efforts will focus on eliminating barriers to housing construction and will result in recommended actions and strategies for each of the three Neighborhood Areas.

The South Airport Way Corridor, Little Manilla/Gleason Park, and Cabral/East Cabral are three catalytic areas that can benefit from additional planning efforts. There have been two planning studies for the Robert J. Cabral Station Neighborhood—A Plan for Revitalizing East Downtown Stockton, 2005 and a 2008 update. A portion of the Cabral/East Cabral Neighborhood Area is in the planning area of the San Joaquin Regional Rail

Commission. This planning area encourages future transit-oriented housing to complement the expansion of rail services. A Gleason Park Neighborhood Master Revitalization Strategy was completed in 1999. The neighborhoods are in the 2040 Envision Stockton General Plan “Preferred Scenario” for corridors, where “exemplifying sites in need of investment to fuel positive change” includes “the eastern part of Downtown and South Stockton.”

In 2020, the California Strategic Growth Council awarded a \$10,834,490 Transformative Climate Communities (TCC) Grant to the City. This grant includes multiple partners and projects to reduce greenhouse gas emissions, strengthen the local economy, and improve public health for communities in the South Stockton area. Most of the Neighborhood Areas fall within the TCC project area.

All three Neighborhood Areas are in the South Stockton Promise Zone, where federal and local partners collaborate to boost economic activity, improve educational opportunities, reduce crime, and leverage private investment to improve the quality of life in these areas. The three Neighborhood Areas are also part of a Stockton Opportunity Zone, a program that offers tax-incentive programs for investment in low-income communities through a Qualified Opportunity Fund. HCD Opportunity Maps display all three Neighborhood Areas as Low resource areas. Resources can include access to adequate infrastructure, employment, and housing.

Regional Smart Growth TOD Plan

The Regional Smart Growth TOD Plan aims to shape future growth throughout San Joaquin County to put the region on a path to environmental sustainability by promoting TOD and infill development. The City’s revitalization programs, General Plan policies and actions, and Cabral/East Cabral Neighborhood Plan facilitate objectives of this plan.

The City continues to process applications for residential subdivisions and projects throughout the city, annexing parcels at the periphery of the city that have potential for affordable housing development in commercial mixed-use and high-density residential zoning, completing Downtown improvements that foster high-density mixed-

income residential projects, and promoting opportunities for affordable housing throughout the city. The total number and the share of multifamily unit permits as a proportion of total permits has increased in recent years. In 2021, over one-third of the city's residential building permits were for units in multifamily structures, indicating a shift toward construction of smaller units in multifamily developments.

ENFORCEMENT AND OUTREACH CAPACITY

COMPLIANCE WITH FAIR HOUSING LAWS

Fair housing laws at the federal, state, and local level protect certain characteristics from housing discrimination. These protected characteristics include race, color, national origin, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, veteran or military status, source of income, genetic information, familial status, and disability. Fair housing laws in practice may be tenant protections, immigration rights, and other protective laws as required by the jurisdiction. Stockton enforces and complies with fair housing laws and regulation through a multifaceted process—regular review of City programs and impediments to fair housing choice, compliance with state and federal law, and referral of fair housing complaints to San Joaquin Fair Housing.

In addition, the City demonstrates compliance or intention to comply with fair housing laws through the following:

- The City currently allows projects to take advantage of density bonuses and incentives and concessions in compliance with Density Bonus Law (Government Code, Sections 65915 to 65918.) The City has included Program 17 to update the density bonus ordinance to be consistent with recent State law as needed.
- The City has identified a surplus of sites available to meet the County's RHNA allocation which complies with the No-Net-Loss (Government Code Section 65863). In total, the city's surplus unit capacity is 10,495, composed of 1,437

lower-income units, 767 moderate-income units, and 8,291 above moderate-income units.

- Emergency shelters are allowed in the Residential High-Density, Commercial Office, Commercial General, Commercial Downtown, and Industrial Limited districts with a Commission Use Permit. The development code does not impose any further restrictions or requirements. The City also allows emergency shelters "by right" (i.e., without a commission use permit or other discretionary approval) in the Industrial Limited (IL), Industrial General (IG), and Public Facilities (PF) districts.
- The City currently complies with state law regarding SB 35 (Government Code Section 65913.4) although it does not have a written process established for processing projects under SB 35. To further demonstrate compliance, the City has included Program 19 to establish a process that specifies the SB 35 streamlining approval process and standards for eligible projects. The established procedure will aid in minimizing the review time required for development processes and, in turn, reduce costs to developers, which may increase housing production in the city.
- The City will continue to comply with SB 330 (Government Code Section 65589.5), relying on regulations in the law for processing preliminary applications for housing development projects, conducting no more than five hearings for housing projects that comply with objective general plan and development standards, and making a decision on a residential project within 90 days after certification of an environmental impact report or 60 days after adoption of a mitigated negative declaration or an environment impact report for an affordable housing project.

FAIR HOUSING COMPLAINTS

As part of enforcement efforts, Stockton residents are served by multiple fair housing service providers, including San Joaquin Fair Housing Association and the Housing Authority of San Joaquin County. The Housing Authority refers tenants to the San Joaquin Fair Housing Association on their website. The San Joaquin Fair Housing Association provides housing counseling services, tenant/landlord services, conducts fair housing investigations, and operates periodic fair housing audits

throughout the county. As well, they maintain an inventory of affordable housing resources developed by Visionary Home Builders, assist with financial education and navigating the homebuying process, provide rental counseling and resident services, including job search, teen center, digital literacy program, and other services for residents of Visionary Home Builders' affordable communities.

Fair housing providers identified that concentrations of low-income and non-English speaking populations are particularly vulnerable to displacement, isolation, and discrimination because they have more limited resources when securing housing. Fear of retaliation is a common complaint among tenants with limited resources at their disposal. The experiences reported by fair housing providers, though not isolated to Stockton residents, indicate a need for greater tenant protections; assistance with finding and securing housing; and education for landlords, property managers, and tenants regarding fair housing rights and responsibilities. The City currently contracts with San Joaquin Fair Housing Association for fair housing services and will meet with their staff to implement strategies to improve conditions for low-income, immigrant, and linguistically isolated populations. Actions will include audits of housing providers for discriminatory behavior, multilingual community workshops, and education to increase awareness of available services (Program 30).

During consultations, San Joaquin Fair Housing Association staff asserted that the lack of affordable housing is one of the greatest problems its clients face, and that the largest number of discrimination cases are related to disability. This includes failure to meet reasonable accommodation requests or unit repairs. Lower-income residents are more likely to be burdened by unhealthy or unsafe housing conditions than higher-income residents due to the shortage of affordable housing in Stockton. The City's goal of producing more affordable housing for residents with special housing needs, including people with disabilities and low-income families, will help address this need (Programs 25, 26, 27). The City will also pursue funding to provide low-income community members with financial assistance for repairs and accessibility improvements (Program 16).

HUD's Office of Fair Housing and Equal Opportunity (FHEO) reported that 106 cases were filed by residents of Stockton between January 2013 and April 2021. Several complaints alleged discrimination on multiple bases. Of these cases, the majority of cases were closed following no-cause determinations or were withdrawn. Of the nine cases showed cause, the most common allegation was discrimination on the basis of disability (six) and race (three), with two citing familial status, one national origin, and one based on sexual orientation. The City has identified Program 30 to ensure residents and housing providers are aware of fair housing laws, rights, and requirements as well as resources available to residents should they experience discrimination. Program 30 also calls for the City to work with local and regional fair housing providers to facilitate training for housing providers to prevent discriminatory actions and behaviors.

SITES INVENTORY AND FAIR HOUSING ANALYSIS

The location of housing in relation to resources and opportunities is integral to addressing disparities in housing needs and opportunity and to fostering inclusive communities where all residents have access to opportunity. This is particularly important for lower-income households. Government Code Section 65583(c)(10)(A) added a new requirement for housing elements to analyze the location of lower-income sites in relation to areas of high opportunity. As discussed throughout this Assessment of Fair Housing, TCAC and HCD have designated a large proportion of Stockton as low resource and Areas of High Segregation and Poverty in the central and southern portions of the city. High and Highest Resource designations are found within the western, northern and eastern census tracts, as well as segments of Pacific Avenue/Lincoln Village and Midtown neighborhoods. Moderate resource tracts are centrally located, interspersed in the Upper Hammer Lane and East Thornton neighborhood, western and southern portions of the Morada Holman neighborhood, Midtown, and in the southern portion of the city, in the Weston Ranch neighborhood.

Figure HE-23, Census Tracts in Stockton and **Table HE-48**, Distribution of RHNA Capacity by Census Tract present the unit capacity by census tracts in the city, and the existing conditions of each tract as they relate to indicators of fair housing.

This distribution of sites has been identified based on available land that is suitably zoned for residential development. **Table HE-48** presents how the distribution of sites by income will help to combat existing fair housing issues in Stockton through facilitation of mixed-income neighborhoods, providing opportunities for additional housing opportunities in the higher resource areas, thus reducing concentrations of affluence and promoting housing mobility, and providing additional housing opportunities in areas that will reduce displacement risk resulting from overpayment and overcrowding.

Figure HE-23: Stockton Census Tracts

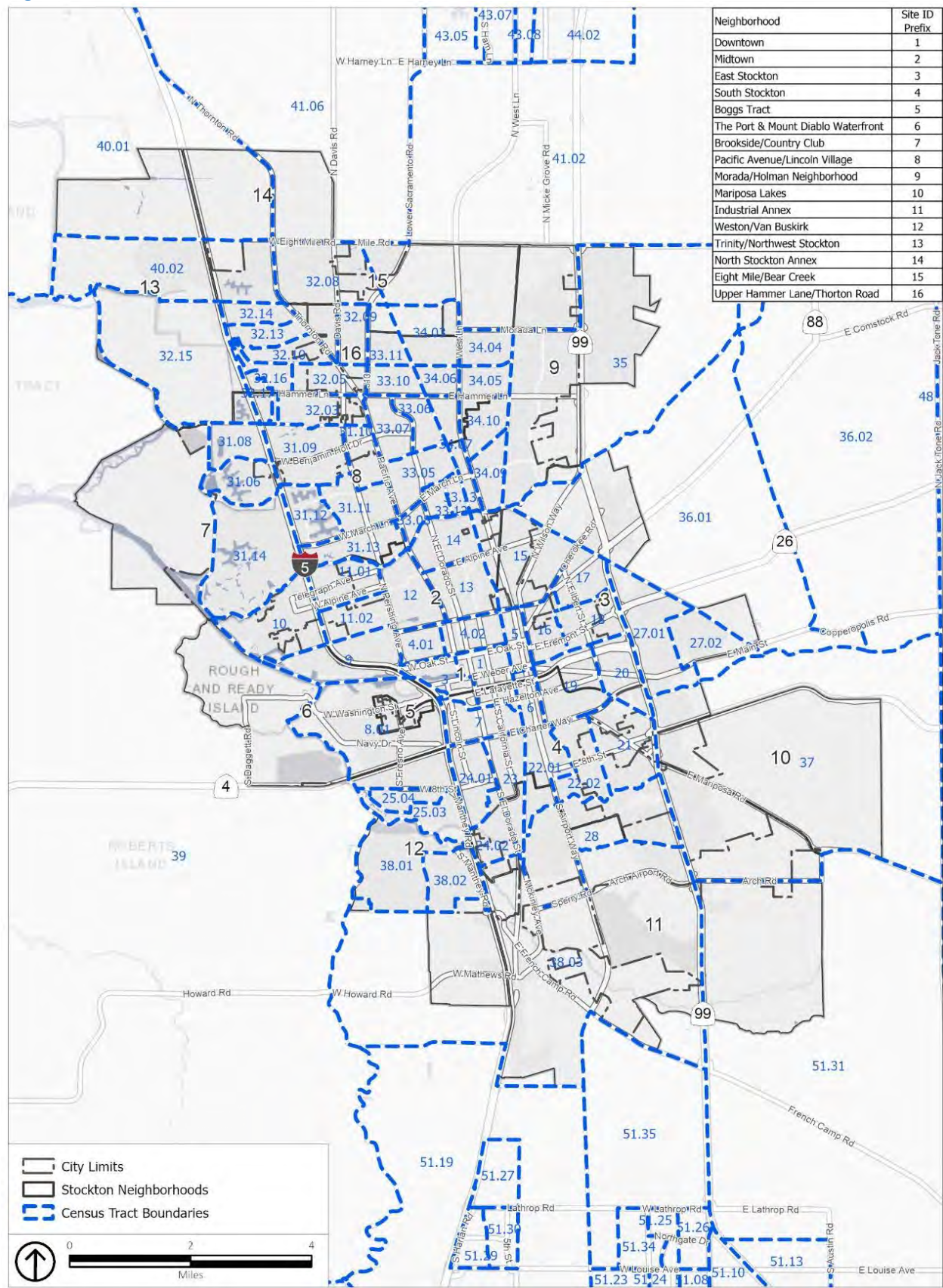


Table HE-48 Distribution of RHNA Capacity by Census Tract

Census Tract	Existing Households	RHNA Capacity			AFFH Indicators												
					Integration and Segregation					R/ECAP Status	Access to Opportunity			Displacement Risk			
		Low	Moderate	Above Moderate	Median Income	Poverty Rate	Low- to Moderate-Income Population	Non-White Population	Disability Rate		Resource Designation	Jobs Proximity Index	CalEnviro Screen Percentile	Over-Crowding Rate	Renter Overpayment Rate	Homeowner Overpayment Rate	% Renter House-holds
1.00	1,730	605	372	111	\$16,269	47.2%	94.0%	86.3%	31.1%	Yes	High Segregation and Poverty	96	99.9	24.8%	62.5%	100.0%	98.1%
3.00	867	114	273	437	\$19,200	37.7%	65.4%	85.6%	25.1%	Yes	High Segregation and Poverty	95	99.7	14.5%	66.2%	25.6%	91.0%
4.01	1,334		4		\$55,197	12.4%	36.6%	61.1%	20.8%	no	High Resource	93	77.9	5.1%	56.9%	22.7%	58.6%
4.02	1,617	50	98	360	\$22,584	33.9%	72.1%	77.1%	19.6%	Yes	High Segregation and Poverty	98	91.6	9.9%	66.2%	49.7%	89.0%
5.00	754	94	157		\$24,700	35.0%	82.4%	84.8%	18.0%	Yes	High Segregation and Poverty	94	86.7	29.5%	63.1%	70.6%	74.1%
6.00	543		150		\$27,396	29.9%	55.7%	93.8%	16.9%	yes	High Segregation and Poverty	84	94.4	14.1%	69.8%	62.5%	83.4%
7.00	1,220	249	166	18	\$32,836	37.6%	53.2%	91.9%	25.4%	yes	High Segregation and Poverty	89	99.9	24.6%	61.8%	41.2%	62.3%
8.01	1,687	244	227		\$60,160	17.4%	56.3%	96.2%	7.7%	no	Low Resource	82	99.4	11.2%	49.0%	42.9%	51.0%
9.00	1,930		77		\$48,113	28.7%	55.6%	79.4%	11.4%	no	High Segregation and Poverty	58 to 73	97.3	7.0%	59.6%	28.5%	56.8%
10.00	1,962	59	92		\$52,965	16.1%	34.7%	68.1%	12.6%	no	Moderate	59 to 64	85.2	3.6%	61.8%	45.5%	47.0%
11.01	1,806		8		\$55,958	13.9%	35.6%	64.9%	22.5%	no	Low Resource	86	63.9	12.6%	47.3%	30.1%	44.2%
11.02	1,940		11		\$51,630	20.3%	55.7%	65.6%	7.4%	no	Low Resource	67	60.1	2.1%	45.3%	26.8%	50.4%
12.00	1,734		4	18	\$74,571	11.5%	55.6%	45.0%	8.6%	no	High Resource	94	29.6	3.7%	42.3%	23.6%	36.2%
13.00	1,900	180	42		\$51,507	12.0%	58.7%	72.2%	12.0%	no	High Resource	92 to 95	71	9.0%	50.8%	20.7%	48.8%
15.00	2,299		8		\$48,726	17.8%	59.3%	85.7%	13.2%	no	Moderate Resource	81 to 88	90	16.0%	55.1%	47.1%	45.0%
16.00	605	84	11		\$35,479	27.8%	45.3%	76.0%	18.7%	no	Low Resource	88	86.6	9.1%	61.8%	64.4%	64.6%
18.00	1,091	46	60		\$49,450	21.3%	67.1%	83.0%	15.7%	no	Low Resource	66	94	20.4%	48.6%	13.7%	59.8%
19.00	1,428	16	42		\$31,066	33.2%	61.5%	93.9%	11.2%	yes	High Segregation and Poverty	62 to 81	96.7	23.5%	73.0%	37.0%	66.7%
20.00	1,126	9	24	1	\$26,987	36.3%	71.3%	92.1%	16.5%	no	High Segregation and Poverty	49 to 59	97.2	16.0%	59.8%	36.0%	59.7%
21.00	1,547	304	153		\$40,544	22.7%	70.0%	97.7%	11.1%	no	Low Resource	42	87.8	11.7%	60.0%	45.8%	40.3%
22.01	808	139	15	8	\$29,020	41.1%	71.9%	97.2%	12.9%	yes	High Segregation and Poverty	53 to 56	97.1	8.6%	60.2%	35.9%	52.8%
22.02	1,377	29			\$38,141	31.5%	65.7%	97.1%	12.9%	yes	High Segregation and Poverty	50	80.8	18.8%	60.6%	48.1%	58.7%
23.00	1,357	25	50	104	\$39,423	25.5%	68.6%	96.8%	16.6%	yes	High Segregation and Poverty	53 to 71	97.2	17.7%	56.1%	44.9%	70.3%
24.01	1,257	129	47	20	\$41,587	31.8%	68.0%	92.1%	13.7%	yes	High Segregation and Poverty	52 to 72	96.3	18.6%	63.3%	24.9%	54.2%
24.02	584	125	59		\$32,317	26.2%	63.6%	95.6%	21.4%	no	Low Resource	45 to 54	97	18.0%	66.0%	26.3%	45.9%
25.03	661		16		\$25,179	43.5%	63.1%	90.7%	21.3%	no	High Segregation and Poverty	36	86.8	4.6%	44.0%	12.3%	71.9%
28.00	1,550		78	2	\$54,082	13.5%	53.7%	91.6%	10.2%	no	Low Resource	57 to 61	88.4	16.2%	49.9%	47.3%	34.9%
31.09	2,146		10		\$66,025	9.3%	33.8%	62.8%	16.9%	no	Highest Resource	79	76.2	4.0%	55.7%	32.1%	47.0%
31.10	1,576		1		\$50,893	21.8%	56.6%	64.4%	13.2%	no	High Resource	80	71.5	5.3%	54.7%	22.8%	77.0%
31.11	1,738		1		\$44,000	11.2%	46.3%	71.3%	22.8%	no	High Resource	87	72.3	1.9%	58.4%	46.1%	73.7%

CENSUS TRACT	EXISTING HOUSEHOLDS	RHNA CAPACITY			AFFH INDICATORS												
					INTEGRATION AND SEGREGATION						ACCESS TO OPPORTUNITY			DISPLACEMENT RISK			
		LOW	MODERATE	ABOVE MODERATE	MEDIAN INCOME	POVERTY RATE	LOW- TO MODERATE-INCOME POPULATION	NON-WHITE POPULATION	DISABILITY RATE	R/ECAP STATUS	RESOURCE DESIGNATION	JOBS PROXIMITY INDEX	CALENVIRO SCREEN PERCENTILE	OVER-CROWDING RATE	RENTER OVERPAYMENT RATE	HOMEOWNER OVERPAYMENT RATE	% RENTER HOUSE-HOLDS
31.13	2,136	187	33		\$36,839	26.7%	67.9%	79.9%	11.9%	no	High Segregation and Poverty	92	89.8	9.5%	64.5%	24.7%	81.5%
31.14	3,614	49	10		\$105,766	3.5%	11.6%	52.9%	9.1%	no	Highest Resource	64 to 76	30.8	0.6%	56.8%	31.8%	29.9%
32.03	1,437			11	\$73,628	5.9%	29.0%	45.2%	14.9%	no	High Resource	40	62.7	0.0%	70.8%	26.1%	28.3%
32.05	1,364	0	6		\$73,700	16.1%	31.8%	61.0%	12.4%	no	Moderate Resource	16	59.3	5.4%	39.0%	19.2%	37.0%
32.08	3,887	26	1	98	\$99,975	5.9%	26.5%	76.8%	10.6%	no	Highest Resource	2	49.8	5.9%	46.5%	22.2%	34.3%
32.10	1,040	29	92		\$78,375	6.4%	20.1%	63.1%	19.5%	no	Moderate Resource	6	44.4	1.2%	74.4%	24.3%	40.2%
32.13	1,394		6		\$54,032	20.2%	38.7%	67.3%	23.3%	no	Moderate Resource	4	59.9	11.1%	51.9%	36.7%	42.4%
32.15	1,736	8	77	7226	\$70,060	13.6%	28.6%	65.0%	11.3%	no	High Resource	8 to 12	48.5	2.2%	40.1%	19.9%	70.8%
32.17	953		3		\$43,720	29.6%	63.7%	86.0%	14.2%	no	High Segregation and Poverty	10	67.4	21.2%	60.0%	22.3%	77.9%
33.06	1,452		14		\$52,946	15.9%	60.8%	82.9%	11.8%	no	Low Resource	54	70.2	7.6%	49.3%	30.5%	56.5%
33.07	1,781		2		\$42,939	21.1%	63.0%	77.2%	16.5%	yes	High Resource	74	73.5	5.8%	57.3%	33.4%	75.9%
33.12	913		3		\$30,729	41.9%	85.2%	91.1%	13.2%	yes	High Segregation and Poverty	81	68.7	21.8%	60.9%	74.3%	85.3%
34.03	1,180		94		\$60,592	25.4%	40.2%	86.8%	16.5%	no	Moderate Resource	7	69.4	16.2%	70.5%	29.0%	40.2%
34.04	1,733	35			\$42,056	20.4%	62.5%	84.0%	15.7%	no	Moderate Resource	17	61.7	22.6%	50.1%	39.4%	50.3%
34.05	1,023	9			\$54,268	21.7%	59.8%	89.6%	14.8%	no	Low Resource	32	74.6	24.4%	58.0%	41.3%	56.3%
34.07	958	183	9	31	\$36,200	27.2%	78.7%	82.2%	14.0%	no	Moderate Resource	50 to 73	74.5	9.2%	64.8%	44.8%	69.3%
34.09	1,342	83	10		\$39,527	20.6%	57.2%	86.8%	12.7%	no	High Resource	63	68.2	10.7%	66.4%	55.8%	51.1%
34.10	1,708	7			\$59,738	12.4%	45.7%	89.7%	11.8%	no	Moderate	50	62.5	10.9%	54.8%	45.5%	55.0%
35.00	5,947	455	222		\$93,529	8.3%	32.4%	76.4%	10.5%	no	High Resource	45	69.4	6.2%	42.8%	29.4%	26.3%
37.00	1,019	327	4		\$38,710	27.7%	52.9%	79.5%	19.6%	no	Low Resource	95	93.6	9.8%	43.7%	88.0%	43.2%
38.01	3,119		3		\$67,094	13.5%	31.2%	90.4%	11.3%	no	Moderate	15	72.8	3.1%	46.7%	38.4%	37.7%
38.02	1,800	884	172		\$74,861	9.7%	28.0%	87.9%	12.3%	no	Low Resource	22 to 26	94.4	3.8%	54.3%	44.4%	43.1%
38.03	1,054	543	20		\$53,250	11.2%	44.7%	82.3%	11.6%	no	Low Resource	83	99.2	13.2%	64.0%	41.9%	50.2%
40.02	3,472		216	3,881	\$101,319	4.8%	22.8%	60.4%	8.2%	no	Highest Resource	13	45.4	4.2%	38.5%	33.6%	31.7%
41.02	2,342		32	2,035	\$91,364	8.1%	26.0%	77.2%	10.7%	no	Highest Resource	16	71.8	5.4%	28.3%	34.2%	19.9%
51.31	1,238	16			\$69,864	22.9%	36.1%	56.7%	19.3%	no	Low Resource	64	93.5	12.4%	30.9%	38.2%	37.8%

The City of Stockton includes 174 census tracts. Of these tracts, 56 include viable and available land for residential development that have unit capacity identified to meet and exceed the RHNA. While sites within 24 of the tracts included in **Table HE-48** are distributed within only one income category; 21 tracts include both lower- and moderate-income unit capacity; 4 include a mix of moderate- and above moderate-income units, no tracts include a mix of lower- and above moderate-income unit capacity; and 7 identify a mix of all affordability levels (tracts 23.00, 24.01, 34.07, 32.15, 40.20, 300, and 32.08). The identified unit capacity in all tracts are anticipated to be incorporated into neighborhoods with existing infrastructure and capacity to support development.

The largest proportion of the unit capacity is identified in tract 32.15 in the Trinity/Northwest neighborhood of the city, including 31.9 percent of total unit capacity, comprised of 51.5 percent of the above moderate-income units within the Sanctuary and Delta Cove pipeline projects and 2.3 percent of the moderate-income units within the Delta Cove pipeline project. A few lower-income units have been identified outside of the pipeline projects in the vicinity of the Hammer Road interchange with I-5; although this comprises less than one percent of lower-income unit capacity it does provide a housing mobility opportunity in a Highest Resource area. This tract has a current median income at \$70,060, a poverty rate of 13.6 percent which is roughly equivalent to the citywide average, and although the majority of the site is vacant, 70.8 percent of current residents are renters, of which 40.1 percent are cost burdened. This tract has a non-White population of 65.0 percent, below the citywide average, with almost equivalent proportions of White non-Hispanic, Asian and Hispanic residents. The introduction of predominantly above moderate-income units into this high resource area of the city will provide housing mobility opportunities for existing and future residents and facilitate a more mixed-income neighborhood, as well as provide additional housing opportunities for moderate-income households, all having access to commercial and service uses and for commuters, direct access to I-5.

Two additional tracts along the northern perimeter of the city include a sizeable distribution (26.9 percent) of the total unit capacity. Tract 40.02 in Trinity/Northwest Stockton identifies 17.9 percent of the total units, including 27.7 percent of total above moderate-income unit capacity within the Crystal Bay (9.1 percent), Westlake at Spanos Park (17.8 percent), and Trinity Parkway Apartments (0.7 percent) pipeline projects and 6.4 percent of moderate-income unit capacity within the above three pipeline projects, supporting an income-integrated neighborhood. Tract 41.02 is encompassed within the Eight Mile/Bear Creek and Morada/Holman neighborhoods east of I-5 at the northern edge of the city, containing 9.0 percent of the total unit capacity within the Tra Vigne, Cannery Row, and Elderberry residential pipeline projects, accounting for 14.5 percent of above moderate-income unit capacity, and 0.9 percent of moderate-income unit capacity. Both tracts are designated as highest resource, with high incomes, low rates of poverty, and non-White populations below the city average. These tracts are primarily developed with single-family units, with renter rates between 31.7 and 19.9 percent, and rates of cost burdened renters and homeowners between 20.0 and 40.0 percent. Similar to tract 32.15, the introduction of predominantly above moderate-income units into this high resource area of the city will provide housing mobility opportunities for existing and future higher-income residents, as well as provide additional housing opportunities for moderate-income households, with access for commuters via I-5 and SR 99. Although there is no lower-income unit capacity identified within these three tracts contributing 26.9 percent of the total unit capacity, the City is determining the potential for requiring affordable units as part of future development agreements when initiating discussions with applicant.

Approximately 16.3 percent of the units are distributed between two adjacent tracts in the Downtown/South Stockton neighborhoods (tract 100 with 4.7 percent of total units, and tract 300 with 3.6 percent of total units) and tract 801 (2.1 percent of total units) located in the Port and Mt. Diablo Waterfront/Boggs neighborhood. The largest quantity of lower-income unit capacity in this area (11.0 percent) is identified in tract 1.00, co-located with 14.3 percent of the moderate-income unit capacity, including three lower-income pipeline projects (Grand View Village, Hunter House Apartments, and La

Passeggiata Affordable Housing) contributing 5.2 percent of the lower-income unit capacity citywide. The Cabral Station Neighborhood Plan and the Little Manila/Gleason Park Neighborhood Plan areas are encompassed within tract 1.00, which is a contributing factor for the extent of unit capacity identified in this tract, and many of the identified sites correspond to the plans' designations of priority sites, focus sites, and opportunity sites. Another 5.4 percent of the lower-income unit capacity is identified in tract 3.00, co-located with 11.1 percent of moderate-income unit capacity. Both tracts are considered R/ECAPS in a High Segregation and Poverty resource designation; have the lowest incomes in the city; an average 40.0 percent rate of poverty; a high concentration of populations of color; over 91.0 percent renter households of which over 62.5 percent are cost burdened; the highest disability rate in the city; and between 14.5 and 24.8 percent of households are overcrowded. As well, the tracts are within the CalEnviroScreen 99th percentile, considered a disadvantaged community based on environmental, pollution burden, and socioeconomic conditions. The City aims to reduce displacement risk and homelessness for households with these additional housing opportunity sites targeting lower-income households, and the integration of 22.4 percent of moderate-income unit capacity will aid in creating a more mixed-income neighborhood to reduce the concentration of households in poverty while providing housing mobility opportunities with access to transit and employment resources. The highest proportion of moderate-income housing mobility opportunities (14.3 percent) are found in tract 1.00.

Additional lower-income unit capacity (6.2 percent) is distributed in the greater Downtown/South and East Stockton neighborhoods in tracts 5.00, 6.00, and 7.00, with 10.1 percent of moderate-income unit capacity distributed within tracts 5.00 and 7.00. These tracts are designated High Segregation and Poverty and are also considered a R/ECAP, with low median incomes, high rates of poverty and concentrations of populations of color. These tracts are comprised predominantly of renter households, of which over 60.0 percent are cost burdened, and homeowners are also cost burdened, with between 41.2 to 70.6 percent overpaying for housing; reflected in high rates of overcrowding. Although the job proximity index is high, similar to the

other tracts in the Downtown neighborhood, these tracts are considered a CalEnviroScreen disadvantaged community, and the risk of displacement for many residents is high. While these tracts include affordable housing stock, the high rates of overpayment suggest a shortage of affordable rental resources. The inclusion of lower-income capacity will expand the housing stock to help to reduce existing overpayment and overcrowding conditions contributing toward risk of displacement, and the inclusion of moderate-income units in tracts 5.00 and 7.00 will aid in creating a more mixed-income neighborhood to reduce the concentration of lower-income households, foster place-based revitalization and stimulate improvement of economic outcome and educational attainment performance.

In the Midtown neighborhood, there are five tracts (4.01, 4.02, 9.00, 12.00, and 13.00), that include 3.6 percent of the units, with potential for 4.2 percent of low-income unit capacity, 6.7 percent of moderate-income unit capacity, and 2.7 percent of above moderate-income unit capacity, including University Park and Harding Apartments pipeline projects, and two lower-income sites in the vicinity of California Street and the San Joaquin Catholic Cemeteries. Tracts 4.01, and 4.02 adjacent to Downtown, as well as tract 9.00 west of Pershing Avenue (and bisected by I-5) are designated high segregation and poverty, with tracts 12.00 and 13.00 designated high resource. While tract 4.02 reflects conditions more aligned with the adjacent Downtown, with a median income of \$22,584, a poverty rate of 33.9 percent, is considered a R/ECAP, and comprised almost entirely of renter households, of which 66.0 percent are cost burdened; the other tracts have moderate-incomes and lower poverty rates, and a more equal tenure distribution, although over 40.0 percent of renter households are cost burdened in all tracts. The inclusion of University Park pipeline project in Tract 4.02, with 2.6 percent of above moderate-income unit capacity will aid in creating a more mixed-income neighborhood to reduce the concentration of lower-income households in the tract and provide housing mobility opportunities for moderate- and above moderate-income households. As well, sites in tract 13.00 with unit capacity for lower-income households fosters housing mobility and mixed-income opportunities in higher resource areas, and unit capacity in both tracts 9.00 and 13.00 contribute toward

providing additional housing stock toward de-concentration of lower-income households in the Downtown.

Outside of the greater Downtown, 34.9 percent of lower-income unit capacity and 42.8 percent of moderate-income unit capacity is identified in the South Stockton, East Stockton, and Industrial Annex neighborhoods. These neighborhoods generally have low median incomes, high rates of poverty, a proportion of renter households above 40.0 percent, non-White populations comprising over 90.0 percent of the residents and similar socioeconomic conditions associated with other tracts in the city designated High Segregation and Poverty as well as those considered R/ECAPs. However, tracts 38.03 and 51.31 in southern portion of the Industrial Annex neighborhood have a Low Resource designation, median incomes in the moderate range, lower renter to homeowner ratios, and lower rates of cost burdened households, although residential development is more rural in nature and scattered in clusters among industrial uses and undeveloped land. The majority of development potential is identified in adjacent tracts 21.00 and 22.01 in South Stockton along the major South Airport Way and East Charter Way corridors, with 2.7 percent of the total units, including 7.6 percent of the lower-income unit capacity and 4.9 percent of moderate-income unit capacity. The inclusion of the Mobile Homes on El Dorado pipeline project in tract 23.00 introduces above-moderate-income units in a mixed-income project into the neighborhood to foster income integration. The inclusion of lower-income units here provide lower-income housing mobility opportunities and will help to reduce existing overpayment rates (which are more moderate compared to the greater Downtown), and concentration of poverty in the greater Downtown, therefore reducing displacement risk, and the inclusion of moderate- and limited above moderate-income units will advance housing mobility and income-integration with access to industrial employment centers and the airport.

Remaining site capacity (36.4 percent of units) is identified in the tracts north of the Calaveras River, including 11.0 percent of lower-income unit capacity, and 11.0 percent of moderate-income unit capacity. Lower-income unit capacity is generally identified on

sites along the West Lane, West March Lane, and Thornton Road corridors to maximize access to commercial, services, medical and public transit resources. The northern central neighborhoods are characterized by low to moderate median incomes, although tracts 35.00, 31.14 and 32.08 have incomes in the above moderate-income category in the eastern Morada/Holman and western Upper Hammer Lane/Thornton Road neighborhoods. Site potential for larger lower-income projects is identified in tract 34.07 in the Upper Hammer Lane/Thornton Road neighborhood, providing 3.3 percent of the total lower-income unit capacity (30.0 percent of the lower-income unit capacity within the northern central neighborhoods), with the potential sites co-located with moderate- and above moderate-income unit capacity for income integrated development. An additional 1.5 percent of the lower-income unit capacity is identified within tract 34.09 in the lower Morada/Holman neighborhood and 0.9 percent in tract 31.14 along March Lane, co-located with moderate-income units to facilitate income integration and provide housing mobility opportunities in a higher-income and higher resource neighborhood. Another node of mixed lower- and moderate-income unit capacity (0.6 percent of lower-income and 2.7 percent of moderate-income unit capacity) is identified in tract 32.10 at the junction of Thornton and Davis Roads.

Within the Upper Hammer Lane/Thornton Road neighborhood, a mix of unit potential at all income levels has been identified in tract 32.08 in a highest resource neighborhood which fosters income integration housing mobility opportunities at all income levels. Tract 32.08 has one of the highest median incomes and lowest poverty rates in the city, a primarily homeowner tenure, and moderate rates of renters experiencing a cost burden in comparison to the city average. Although less than one percent of the lower-income unit capacity is identified in this tract, it does provide housing mobility opportunities in a higher resource area while contributing towards a reduction in the concentration of lower-income households and displacement risk in other areas of the city. Similarly, 0.9 percent of the lower-income unit capacity, co-sited with 0.3 percent of moderate-income unit capacity, is identified in tract 31.14 in the Brookside/Country Club neighborhood, providing income integration and

housing mobility opportunities in a Highest Resource area.

Overall, in those tracts with moderate and above median incomes, the identification of lower-income unit capacity provides housing mobility opportunities for lower-income households which may have higher environmental, educational outcome or economic outcome rankings, while helping to reduce concentrations of poverty and lower-income populations in more socioeconomically impacted areas of the city. Conversely, the inclusion of moderate- and above moderate-income sites in lower performing tracts is to facilitate income-integration and combat patterns of concentrated poverty.

The city will encourage higher density and affordable housing development in areas with higher incomes and access to resources by promoting the use of density bonus for affordable housing in higher-income and resource areas, and targeting the construction of ADUs in higher-income single-family neighborhoods including Brookside/Country Club, Weston Ranch, Eight Mile/Bear Creek, Midtown around the University of the Pacific (between I-5 and Pacific Avenue's "Miracle Mile"), western Upper Hammer Lane/Thornton Rd, and eastern Morada/Holman to promote access to resources and mobility opportunities for lower-income households, prioritizing new infill and development of vacant land opportunities in higher-income neighborhoods. As well, the City will determine the potential for requiring affordable units in development agreements when initiating discussions with applicant to facilitate mixed-income neighborhoods and provide lower-income households increased access to more positive educational, economic and environmental health outcomes in newly developing areas.

To confirm whether the sites identified in the Housing Element inventory will affirmatively further fair housing, the City examined the TCAC/HCD opportunity area map as well as specific geographic patterns of resources. While the City of Stockton includes a range of resource designations by TCAC and HCD with fairly distinct distribution patterns, additional indicators are evaluated to determine whether the sites inventory affirmatively furthers fair housing.

Figures HE-24 through HE-35 compare the total unit capacity to citywide indicators of fair housing for a comprehensive comparison of how the sites inventory will influence existing patterns. For the purpose of this analysis, "vacant" refers to sites that are currently undeveloped without plans for development and "pipeline projects" are projects that are entitled or pending where proposed number of units and proposed affordability of units are known.

POTENTIAL EFFECT ON PATTERNS OF INTEGRATION AND SEGREGATION

Capacity for 23,168 units, including 5,450 lower-income, 3,339 moderate-income, and 14,379 above-moderate income units has been identified to meet the City's RHNA, including estimated ADU capacity. The majority of above moderate-income capacity (97.3 percent) is within approved pipeline project sites, some of which are final phases of larger developments.

As shown on **Figures M1 through M28 in Appendix A**, and **Table HE-48, Distribution of RHNA Capacity by Census Tract**, sites identified to accommodate the lower-income RHNA are primarily located in the Downtown and southern portion of the city where prior analysis has indicated the risk of displacement is highest for residents that currently may face a shortage of affordable options. Approximately 23.8 percent of the lower-income units are identified within the South Stockton neighborhood; and 10.8 percent in the Downtown. As well, 29.6 percent of the lower-income units are identified in the Weston/Van Buskirk and 6.8 percent in the Industrial Annex neighborhoods, with an additional 4.4 percent within the East Stockton neighborhood. Sites with lower-income units have also been identified in block groups with the Boggs Tract, Eight Mile/Bear Creek, Brookside/Country Club, Trinity/Northwest Stockton, Morada/Holman, Pacific Ave/Lincoln Village, Upper Hammer Lane/Thornton Road and Midtown neighborhoods where displacement risk of lower-income households and persons in poverty has been identified and to provide housing mobility opportunities.

Sites with capacity for 3,285 moderate-income units are mainly located in the central and southern portions of the city, including 32.1 percent of the unit capacity in South Stockton; 2.2 percent in the Port and Mt. Diablo Waterfront neighborhood; 12.0 percent within the Downtown; 10.6 percent in East Stockton; and 11.7 percent in the Weston/Van Buskirk neighborhood. The remainder is spread throughout the city with 8.7 percent of moderate-income units in the Trinity/Northwest neighborhood, 5.1 percent in Midtown, 5.8 percent in the Morada/Holman neighborhood, 3.0 percent in the Brookside/Country Club neighborhood, 2.8 percent in the Eight Mile/Bear Creek neighborhood, 3.3 Percent in the Upper Hammer Lane/Thornton Road neighborhood, 1.9 percent in the Pacific Avenue/Lincoln Village neighborhood, and 0.1 percent in the Industrial Annex..

Sites with capacity for 14,361 above moderate-income sites are identified almost exclusively within entitled pipeline projects, the majority of which are located within the Trinity/Northwest neighborhood. Approximately 97.3 percent of above moderate-income unit capacity is identified in pipeline projects as discussed in Chapter 4 within the Trinity/Northwest section of the city (see **Figures M1 through M28 in Appendix A**); 10.7 percent in the Tra Vigne development in the Eight Mile/Bear Creek neighborhood, and 3.8 percent within the Cannery Park and Elderberry pipeline projects in the Morada/Holman neighborhood. Above moderate-income RHNA sites are also identified in Midtown, South Stockton and Upper Hammer Lane neighborhoods.

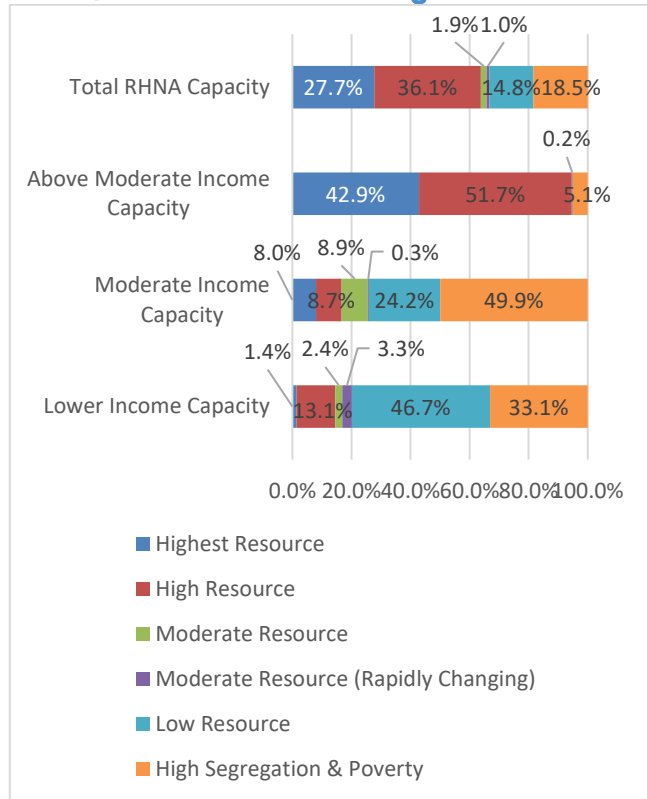
The sites to meet the RHNA identify development opportunities on vacant land. As shown on **Figure HE-24, Percent Unit Capacity by TCAC/HCD Resource Designation**, 18.5 percent of total unit capacity is located within an Area of High Segregation and Poverty, 14.8 percent is within low resource areas, and 63.8 percent of unit capacity is identified within the high and highest resource designations, largely along the west side of the city. A small portion of site capacity is identified in moderate and rapidly changing moderate resource designations.

The majority of the lower-income unit capacity is identified in low resource (46.7 percent) and High

Segregation and Poverty (33.1 percent) areas, with the largest distributions in the Downtown, South and East Stockton, Industrial Annex, the northern portion of Weston/Van Buskirk and in the Morada/Holman neighborhood in the Akers area around the intersection of West and Hammer Lanes, which will assist in meeting the existing needs of lower-income households in securing affordable housing. An additional 14.5 percent of lower-income unit capacity is identified in high/highest resource areas, including the Brookside and Midtown neighborhoods, and 2.4 percent in moderate resource areas, which facilitates housing mobility opportunities, including in the Morada/Holman, and Upper Hammer/Thornton Rd. neighborhoods.

As discussed previously, the majority of above moderate-income sites are approved projects, with 42.9 percent in high/highest resource areas, and 51.7 percent in high resource designations in Midtown and scattered sites in the central section of the city facilitating income-integration. The highest proportion of units identified within the moderate resource designation are moderate-income (8.9 percent of moderate-income unit capacity) which facilitates housing mobility opportunities, although limited, with 49.9 percent of moderate-income unit capacity within Areas of High Segregation and Poverty and 24.2 percent within low resource designated areas, thus facilitating income-integration. Otherwise, all sites with the exception of those discussed previously are located within a low resource designation.

Figure HE-24: Percent Unit Capacity by TCAC/HCD Resource Designation



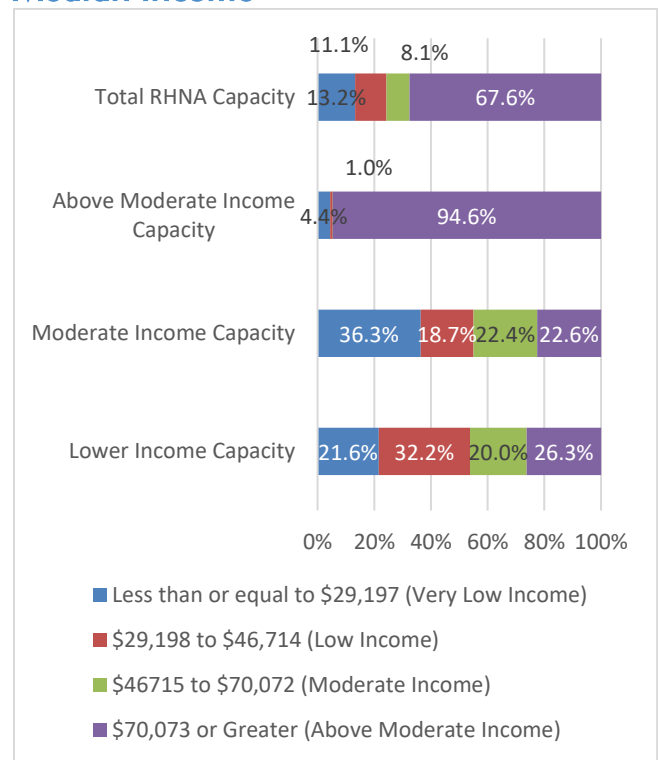
Source: City of Stockton and TCAC 2022

INCOME

As shown in **Figure HE-25, Percent Unit Capacity by Median Income**, the City has identified capacity for 13.2 percent of the units in the Sites Inventory in areas that have very low median incomes below \$29,147 based on the 2020 San Joaquin County median income, and 11.1 percent in tracts with low median-income households (between \$29,198 and \$46,714) corresponding to higher rates of overcrowding and overpayment. In contrast, 67.6 percent of unit capacity is identified in Stockton's highest-income block groups around the west, north and eastern perimeter of the city, in the vicinity of University of the Pacific in Midtown, and block groups in the Upper Hammer Lane/Thornton Rd. neighborhood. An additional 8.1 percent of the city's unit capacity is identified within moderate-income areas (see **Figure 3-8, Local Median Income**). While approximately 53.9 percent of the lower-income capacity has been identified on sites with very low or low median incomes, these sites aim to reduce displacement risk for residents in these areas that currently may face a shortage of affordable options. Approximately 5.4

percent of the above moderate-income, and 55.0 percent of moderate-income unit capacity are also identified in lower-income neighborhoods. The distribution of these sites accommodating higher-income units will help facilitate mixed-income communities without concentrating lower-income units in lower-income areas.

Figure HE-25: Percent Unit Capacity by Median Income



Source: City of Stockton and ACS 2015-2019

Block groups that correlate to moderate-incomes are primarily found in clusters throughout the central portions of the city. To help reduce income segregation spurred by the siting of a greater proportion of affordable multifamily developments between West Lane and Pacific Avenue, and along West Lane, 20.0 percent of lower-income unit capacity and 22.4 percent of moderate-income unit capacity have been identified for sites within moderate-income areas of the city; 22.6 percent of moderate and 26.3 percent of lower-income unit capacity is identified in higher income neighborhoods. These increased housing mobility opportunities may alleviate pressure on the existing lower-income housing stock in the central Pacific Avenue/Lincoln Village, Upper Hammer Lane/Thornton

Rd., Morada/Holman, northern Midtown and portions of Eight Mile/Bear Creek neighborhoods that has resulted in renter overpayment and increasing home ownership prices, serves as a mechanism for achieving income integration and increased access to higher resource opportunities, and fosters de-concentration of lower-income households in the Downtown and southern portions of the city, as well as the two identified R/ECAPS in the central portion of the city.

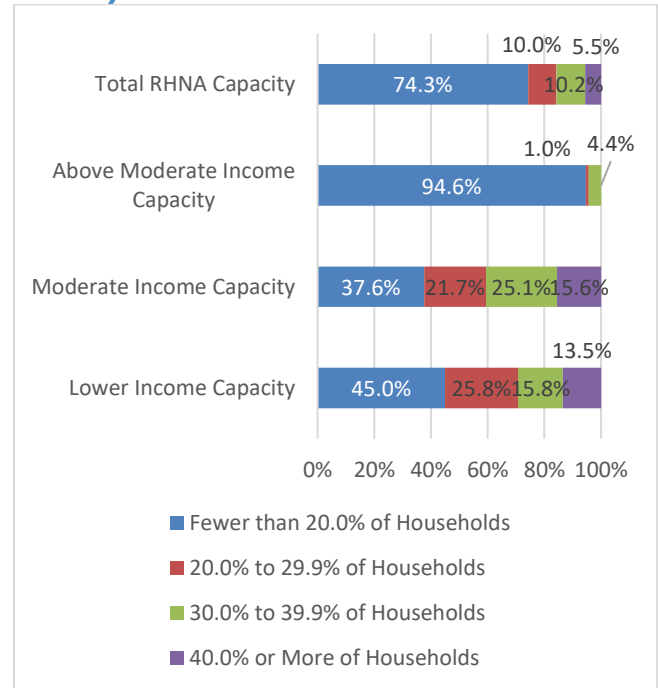
Almost all of the above moderate-income unit capacity is associated with sites in the higher-income sections of the city, predominantly in newly developing neighborhoods in the Trinity/Northwest and Eight Mile/Bear Creek neighborhoods, providing housing mobility opportunities for existing and future residents.

In Stockton, 13.7 percent of households make less than 30.0 percent of area median income, which is considered extremely low-income. Conversely, rates of poverty are below 10.0 percent in the eastern, northern and western portions of the city as well as a cluster of centrally located neighborhoods east of I-5 in the Pacific Avenue/Lincoln Village neighborhood. Low rates of poverty in these localities may indicate that high costs of housing are a barrier to access for lower-income households seeking housing, forcing these households to seek housing in more affordable areas. Higher rates are found in the central and southern neighborhoods that coincide with the city's lower-income block groups and HUD identified R/ECAPS (Figure HE-3, Local Poverty Rates and Figure HE-5, R/ECAPS in Stockton), where housing typology and the presence of distribution, shipping and industrial uses likely accounts for more housing affordability and higher rates of poverty in these areas. These areas have historically been used as ship and rail yard worker housing, include the historical Chinatown community, and several tracts were redlined areas, with patterns of low incomes persisting in these areas.

As shown by **Figure HE-26, Percent Unit Capacity by Poverty Rate**, 74.3 percent of the total unit capacity has been identified on sites where rates of poverty are below 20.0 percent, and 10.0 percent of unit capacity is identified in neighborhoods with a poverty rate between 20.0 and 29.9 percent of households. A small portion of the unit capacity, 10.2 percent, falls in residential neighborhoods within 30.0 to 39.9 percent poverty rate

tracts, and the remaining 5.5 percent are identified in the tracts with the highest poverty rate correlating to the TCAC/HCD Areas of High Segregation and Poverty and R/ECAPS with rates of poverty over 40.0 percent.

Figure HE-26, Percent Unit Capacity by Poverty Rate



Source: City of Stockton and ACS 2015-2019

The inclusion of 4.4 percent of above moderate-income and 40.6 percent of moderate-income unit capacity in the two highest poverty rate block groups encompassed within and in-between the Areas of High Segregation helps integrate higher-income households into these areas where a concentration of lower-income households and populations of color currently exists. This will promote income integration in these communities where many existing affordable multifamily complexes have contributed to the concentration of lower-income households. The inclusion of 29.3 percent of lower-income unit capacity within these high poverty rate neighborhoods will help reduce displacement risk for lower-income households residing in these neighborhoods, with access to commercial, services and amenities in the Downtown, whereas sites for lower-income households within the two lowest poverty rate portions of the city (70.7 percent) facilitate housing mobility opportunities for lower-income households and contribute to the reduction of

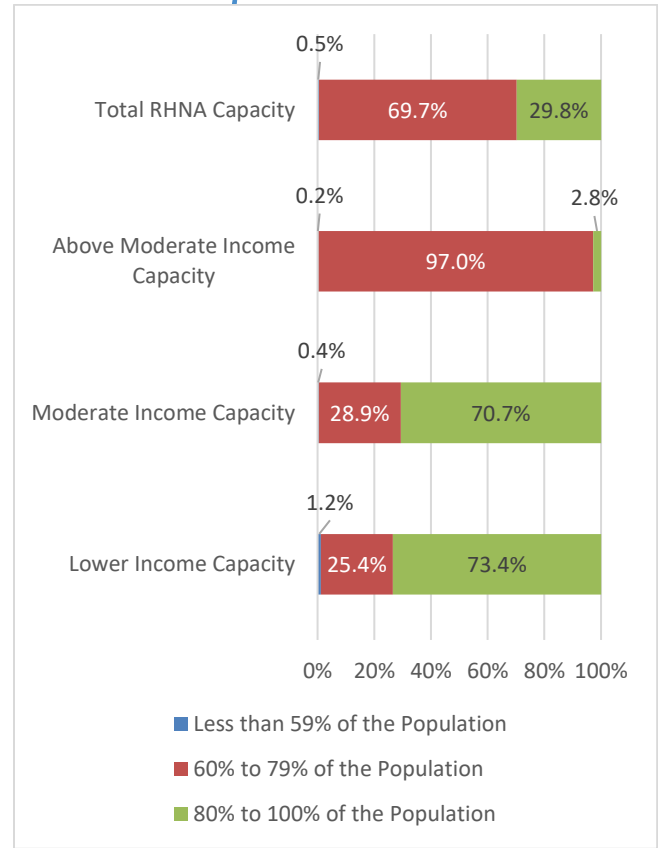
concentration of affordable housing and correlation of these resources with high poverty rates.

RACE AND ETHNICITY

As discussed previously, Stockton is one of the more diverse cities in San Joaquin County, with non-White residents comprising 80.6 percent of the city's population. White residents comprise majorities in the Brookside/Country Club and Trinity/Northwest neighborhoods west of I-5, and census tracts within Eight Mile/Bear Creek, western Upper Hammer Lane/Thornton Rd., western Pacific Avenue/Lincoln Village and tracts including University of the Pacific in the midtown neighborhood; many of which include planned golf course and lakeside communities which generally correspond with low poverty rates and moderate to higher-income households. The city's lowest income and heavily non-White communities are found in the northeast and eastern sections of the city (Figure HE-4, Local Racial Demographics), along March Lane, and neighborhoods south of, and including, Downtown, many of which tend to be found closer to non-residential uses. While neighborhoods in the southern portion of the city tend to be predominantly Hispanic or Latinx, neighborhoods in the northeastern sections of the city are predominantly Asian communities, and those in the central portion of the city along March Lane between West Lane and Pacific Avenue tend to be a heavily non-White diverse mix of race and ethnicity.

Additional lower- and moderate-income units in the city will improve access to housing in the city for residents who would otherwise be priced out of the housing market or experience a cost-burden and overcrowding conditions that has historically included communities of color.

Figure HE-27: Percent Unit Capacity by Non-White Population



Source: City of Stockton and ACS 2015-2019

As shown in Figure HE-27, **Percent Unit Capacity by Non-White Population**, 69.7 percent of the unit capacity is within tracts with a non-White population between 60.0 and 79.9 percent, primarily in the northwestern and northeastern corners of the city, and one tract in Midtown. An additional 29.8 percent of unit capacity falls in areas with a non-White population at or above 80.0 percent, primarily in the Port and Mount Diablo Waterfront, and southern and eastern portions of the city. The remaining sites are identified within the 0.5 percent of the city with a non-White population below 59.9 percent in the Brookside neighborhood.

DISABILITY

As shown on Figure HE-9, **Percentage of the Population With a Disability**, approximately 13.6 percent of Stockton's population lives with one or more types of disabilities, with rates reaching between 25.4 to 31.1 percent in the Downtown correlating to a concentration of affordable housing complexes and the TCAC/HCD High Segregation and Poverty designation as well as

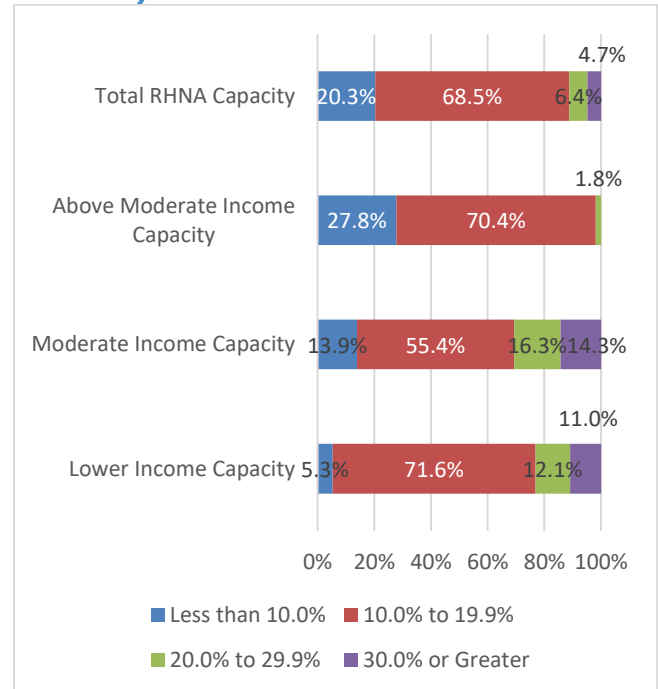
R/ECAP status; and between 20.0 to 30.0 percent in scattered tracts in the Midtown, Pacific Avenue/Lincoln Village, and Weston/Van Buskirk neighborhoods. ACS data indicates that a higher proportion of residents who are living with a disability are residing in lower-income areas correlating with the location of affordable housing stock; in older neighborhoods where residents may be aging in place; or in proximity to major medical facilities, as is the case in residential areas adjacent to University of the Pacific in Midtown where the Stockton Regional Rehabilitation Hospital, St. Josephs Medical Center, and other medical facilities are concentrated, as well as two large deed restricted multifamily complexes.

As shown on **Figure HE-28, Percent Unit Capacity by Disability Rate**, the City has identified a capacity for 20.3 percent of potential units to meet the RHNA in census tracts with less than 10.0 percent disability rate, primarily in the Brookside/Country Club, Trinity/Northwest and Mount Diablo/Waterfront neighborhoods, with 27.8 percent of above moderate-income, 13.9 percent of moderate-income, and 5.3 percent of lower-income unit capacity identified in these tracts which generally correspond to moderate to higher median incomes and lower poverty rates. This distribution will improve accessibility for individuals with disabilities at all income levels within new housing opportunities that are required to comply with current development standards and Americans Disabilities Act (ADA) standards.

Approximately 68.5 percent of the unit capacity is identified on sites within tracts with 10.0 to 19.9 percent of the population experiencing disabilities, which are generally north of the Calabazas River, in the East Stockton, the Port and Mount Diablo Waterfront, Industrial Annex, and the more southerly sections of Weston Ranch/Van Buskirk and South Stockton neighborhoods. Lower-income unit capacity (71.6 percent) in tracts with higher rates of disabilities between 10.0 and 19.9 percent provides housing mobility opportunities for current lower-income residents with disabilities to move to housing that is ADA compliant. Sites in the southern portion of Pacific Avenue/Lincoln Village neighborhood off Pacific Avenue just north of University of the Pacific, as well as the sites in the Midtown neighborhood east of the San Joaquin Catholic Cemetery are accessible to major medical

facilities. Sites in the Morada Holman neighborhood in the vicinity of the intersection of West and March Lanes will help to improve access for, and accommodate the needs of persons living with disabilities, benefit from close access to services and amenities as well as proximity to transit along major commercial corridors.

Figure HE-28: Percent Unit Capacity by Disability Rate



Source: City of Stockton and ACS 2015-2019

A large proportion of moderate-income unit capacity (55.4 percent), as well as 70.4 percent of the above-moderate unit capacity in these tracts described above, provide mobility opportunities for moderate and higher-income persons with disabilities in new structures which are ADA compliant and built to universal design, as well as fostering mixed-income communities where sited in the vicinity of, or adjacent to, lower-income sites along major transportation corridors near commercial activity nodes and/or educational facilities.

A smaller share of lower-income unit capacity (12.1 percent) is identified on sites with disability rates between 20.0 and 30.0 percent of the population, primarily within and around the Downtown, in tracts adjacent to University of the Pacific in Midtown, in South Stockton near the junction of I-5 with the French Camp Turnpike, and on one small site in Weston Ranch/Van Buskirk.

There are few above moderate-income sites (1.8 percent), and 16.3 percent of moderate-income unit capacity in sites with the higher disability rate.

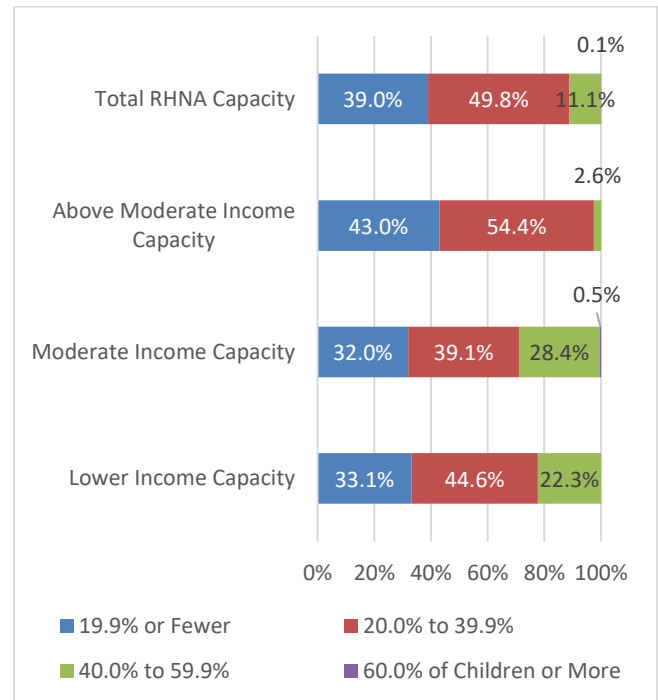
The remainder of the lower- and moderate-income unit capacity (11.0 and 14.3 percent respectively) is identified within the Downtown, increasing the opportunities for disabled persons currently experiencing overpayment, homelessness or overcrowding, as well as those living in units without accessibility features, to acquire affordable, and adequately accessible housing.

FAMILIAL STATUS

As previously discussed, some areas of Stockton have a higher rate of female-headed households with children and no spouse or partner present, and senior households living alone. Female-headed households with children and no spouse or partner (8.1 percent of households) often face particular challenges to housing access and are at elevated risk of displacement. Approximately 28.9 percent of female-headed households with children have incomes below the poverty line.

Similar to other indicators of fair housing, 39.0 percent of the unit capacity is identified on sites in Eight Mile/Bear Creek, Brookside/Country Club, tracts within Upper Hammer Lane/ Thornton Road neighborhood, the majority of Morada/Holman neighborhood east of West Lane, the University of the Pacific area in Midtown, the Port and Mount Diablo Waterfront, and Industrial Annex neighborhoods in which up to 19.9 percent of children are in female-headed households (**Figure HE-29, Percent Unit Capacity by Percent of Children in Female-Headed Households**). Approximately 43.0 percent of higher-income unit capacity, 32.0 percent of moderate-income unit capacity, and 33.1 percent of lower-income unit capacity is identified in these tracts, increasing the opportunities for female-headed households currently experiencing overpayment and/or overcrowding to acquire affordable, and adequately sized housing in generally higher-income neighborhoods while promoting a reduction in the concentration of female headed households in other parts of the city.

Figure HE-29: Percent Unit Capacity by Percent of Children in Female-Headed Households



Source: City of Stockton and ACS 2015-2019

54.4 percent of above moderate-income unit capacity, 39.1 percent of moderate-income unit capacity, and 44.6 percent of lower-income unit capacity is identified in tracts with 20.0 to 39.9 percent of children living in female-headed households, generally encompassing the central portions of the city between I-5 and the San Joaquin Sacramento Subdivision Rail Line north of the Calaveras River, East Stockton and the southern portion of the Weston Ranch/Van Buskirk neighborhood. Eight of these tracts are identified by HUD as R/ECAPS, and the majority are designated Areas of High Segregation and Poverty. Identification of lower-income sites increases the opportunities for female-headed households experiencing overpayment and/or overcrowding to acquire affordable, and adequately sized housing while promoting a reduction in the concentration of female headed households in parts of the city with higher rates of children in female-headed households.

While a large proportion of unit capacity is identified in sites corresponding to this high proportion of children in single female-headed households, the majority of the site capacity for above moderate-income units is

identified in the Trinity/Northwest Stockton neighborhood which currently is primarily vacant land with little existing residential development and a large commercial center, designated as high and highest resource. The identification of 8.7 percent of moderate- and 79.2 percent of above moderate-income unit capacity in these areas increases mobility opportunities for moderate and higher-income single female-headed households from within and outside of the city to find appropriate units, while decreasing competition for housing within other neighborhoods in the city.

The remaining 22.3 percent of lower-income unit capacity and 2.6 percent of above-moderate unit capacity, along with 28.4 percent of moderate-income unit capacity is located within tracts in which 40.0 to 59.9 percent of children reside in single female headed-households. These tracts are located in Downtown, South Stockton and Pacific Avenue/Lincoln Village neighborhoods, and one tract in Upper Hammer Lane/Thornton Road neighborhood. Of the seven tracts falling within this high rate of children in single female-headed households, four are R/ECAPs and three designated Area of High Segregation and Poverty, while two are adjacent to San Joaquin Delta College and the concentration of commercial and services located in the vicinity. Sites identified in these areas provide housing mobility for lower- and moderate-income female headed households, and the moderate-income unit capacity facilitates income integration in the areas with high rates of poverty.

By adding moderate and above-moderate units throughout the city, and particularly by locating lower-income units within higher income areas to provide access to existing and new amenities and resources, Stockton will become more accessible to female-headed households with children and no spouse or partner present, as well as other single-parent households.

POTENTIAL EFFECT ON ACCESS TO OPPORTUNITY

MOBILITY

As previously discussed, 50.1 percent of households in Stockton are renters. The rental vacancy rate is 4.9 percent, while the ownership unit vacancy rate is 0.9 percent. The very low ownership unit vacancy rate indicates a shortage of for-sale homes available in Stockton. Although the proportion of owner households (49.9 percent) and renter households (50.1 percent) is fairly comparable based on a citywide average, the distribution of households by tenure varies widely within the different neighborhoods throughout the city. There are 15 census tracts in the city where renters comprise over 60.0 percent of households. Seven of these tracts in which over 60.0 percent of households are renters are located primarily in the greater Downtown, South and East Stockton, the West Lane commercial corridor in the Upper Hammer/Thornton Road and Morada/Holman neighborhoods, and the eastern portion of the Pacific Avenue/Lincoln Village neighborhood. According to 2016-2020 ACS data, Black and Hispanic households have higher rates of renter-occupancy than Asian and White non-Hispanic households. Within the majority of these census tracts, between 5.0 to 15.0 percent of the renters utilize Housing Choice Vouchers (HCV). There are an additional two tracts, both R/ECAPS and High Segregation and Poverty designations in the Upper Hammer Lane/Thornton Road and Pacific Avenue/Lincoln Village neighborhoods in the vicinity of the West Lane commercial corridor where the HCV utilization rate exceeds 20.0 percent of renter households.

Approximately 79.2 percent of the total above-moderate-income unit capacity is identified in the Trinity/Northwest Stockton neighborhood which has a current rental rate of 70.8 percent, yet a low rate of HCV usage, providing housing mobility opportunities for higher income renter households. To supply additional housing mobility opportunities for lower-income renter households that do not currently hold HCVs in areas with rates of renter occupancy above 60.0 percent, lower income unit capacity is identified in Downtown

(10.8 percent), South Stockton (23.8 percent), East Stockton (4.4 percent), Pacific Avenue/Lincoln Village (3.4 percent), Morada/Holman (11.5 percent), and Upper Hammer Lane/Thornton Road (3.0 percent) neighborhoods, as well as in areas in Midtown, Weston Ranch/Van Buskirk, and Industrial Annex neighborhoods for additional housing mobility opportunities which may reduce high concentrations of renters in other parts of the city.

Moderate-income and above moderate-income unit capacity identified in these high renter occupancy tracts fosters income-integration, particularly in the tracts with highest representation of renter households in Downtown, South and East Stockton and Morada/Holman neighborhoods, and will increase housing mobility opportunities primarily for moderate-income households.

Sites to meet the lower-income RHNA are also identified throughout the city in areas where they will provide housing mobility opportunities in higher income neighborhoods which also helps reduce existing concentrations of lower-income households and populations of color; as well as within lower-income sections of the city, including R/ECAPs and Areas of High Segregation and Poverty, to provide housing mobility opportunities that deter potential displacement of existing residents at risk of losing their housing and assist in reducing high renter overpayment rates with or without HCV assistance. Many of the lower-income units are co-located in proximity to moderate-income unit capacity to facilitate income integrated neighborhoods and support the development of improved resource and economic mobility opportunities, which affirmatively furthers fair housing.

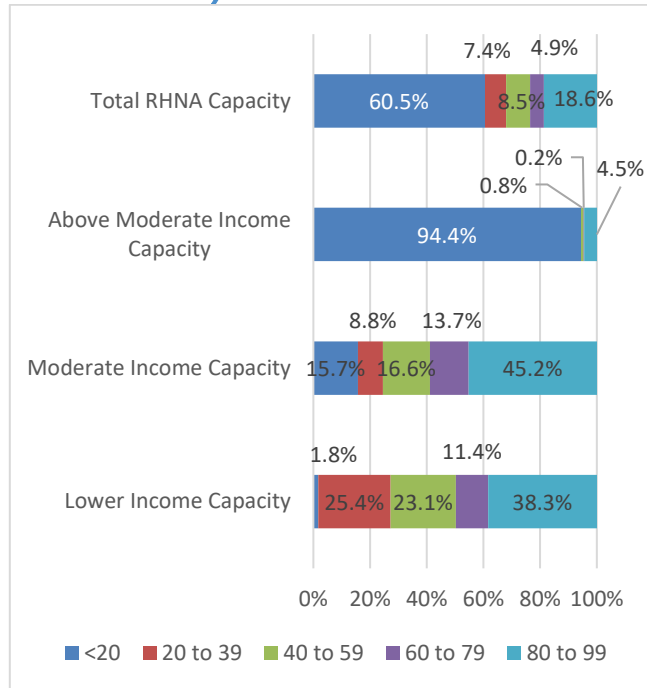
EMPLOYMENT OPPORTUNITIES

As discussed in this assessment, 34.4 percent of residents are employed within the city. Central Stockton and portions of Midtown have the closest proximity to jobs; however, previous analysis suggests that while there are many job opportunities in these tracts, the resident population in these neighborhoods is not filling them. Scores in the northern portion of the city indicate furthest proximity to jobs, although these same areas reflect the highest market participation index scores and

most positive anticipated educational and economic outcomes, and therefore it is likely a portion of residents in these neighborhoods have the greatest commuting accessibility to employment opportunities outside of the city and the San Francisco Bay Area. The combination of employment factors in Stockton indicates that the jobs in the city may not meet the needs of residents, based on those commuting out of the city, market engagement, and the jobs-household ratio.

As shown in **Figure HE-30, Percent Unit Capacity by Jobs Proximity Index Score**, the City has identified the greatest capacity (67.9 percent of the unit capacity) for lower-, moderate-, and above moderate-income units (27.2, 24.5 and 94.4 percent of their total capacities, respectively) in areas which have a score below the 40th percentile relating to limited proximity to jobs within the city, which generally includes the portion of the city west of I-5 north of Benjamin Holt Drive; and east of I-5, north of Benjamin Holt Drive to Alexandria Place, north of West Lincoln Road between Alexandria Place and Pacific Avenue, and north of West Hammer Road between Pacific Avenue to the San Joaquin Valley Railroad Sacramento Subdivision line. Although a large portion of the total unit capacity falls within the lower percentile range, the majority of this unit capacity is within above moderate- and moderate-income sites with the highest labor force engagement rates.

Figure HE-30: Percent Unit Capacity by Jobs Proximity Index Score



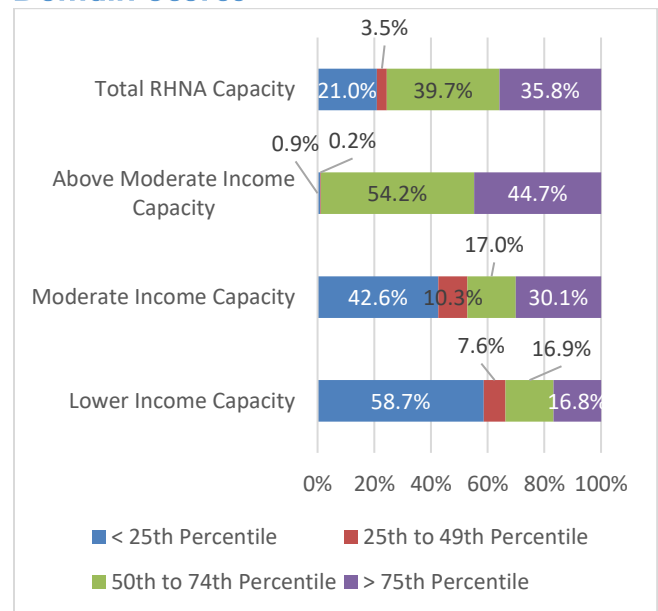
Source: City of Stockton and HUD 2014-2017

Almost 25.0 percent of the unit capacity in the sites inventory is met in tracts with jobs proximity scores above the 60th percentile, generally encompassing the Pacific Avenue/Lincoln Village, Brookside/Country Club, Midtown, Downtown, East Stockton, and Port and Mount Diablo Waterfront neighborhoods, as well as portions of South Stockton. The high proportion of lower-income (49.7 percent) and moderate-income (58.9 percent) unit capacity in the tracts with the highest jobs proximity index supports direct access to professional, government, service and commercial, industrial, airport related, and shipping and distribution employment opportunities, as well as access to employment opportunities in adjacent French Camp, Tracy and Modesto to the south, Lodi and Sacramento to the north via I-5, and Contra Costa County and the Bay Area to the west. This may help lower- and moderate-income households to limit their combined housing and transportation costs associated with traveling to work. This distribution also provides higher-income residents and residents currently commuting out of town for their jobs access to higher income housing units to support employment opportunities in the city that were not available previously.

EDUCATIONAL OPPORTUNITIES

According to the DOE, most Stockton schools are below the state educational standards for ELA and mathematics at each grade level, with performance generally correlating to income. Anticipated educational outcomes, (Figure HE-14, Local TCAC/HCD Educational Outcome Percentile Scores), are lowest in the southern portion of the city and in central Stockton between West Lane and Pacific Avenue correlating to concentrations of deed restricted multifamily housing stock; and are higher along the western, northern and northeastern perimeter of the city, correlating to TCAC/HCD Resource designations.

Figure HE-31: TCAC/HCD Educational Domain Scores



Source: City of Stockton and TCAC/HCD 2021

As shown in Figure HE-31, TCAC/HCD Educational Domain Scores, the existing patterns of access to opportunity related to educational resources indicate that 24.5 percent of the city's RHNA capacity falls within the least positive educational outcome percentiles below the 50th percentile, 39.7 percent falls between the 50th and 75th percentile, and 35.8 percent in the highest percentile, correlating to median income and TCAC/HCD higher resource designations.

While 66.3 percent of the lower-income unit capacity is identified on sites with less positive educational outcomes, the identification of 52.9 percent of

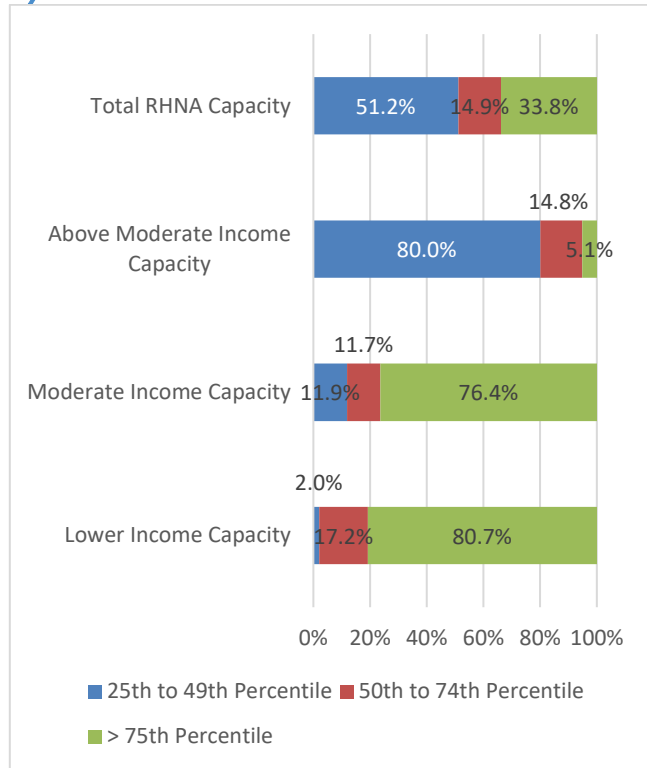
moderate-income unit capacity within these neighborhoods promotes the development of higher-income housing units in lower performing neighborhoods. Integration of income levels increases potential for increased educational domain scores and resource designations. The identification of 33.7 percent of lower-income unit capacity in higher scoring areas promotes housing mobility with access to educational opportunities with higher attainment scores generally associated with higher income, higher resource areas. Identification of 47.1 percent of moderate and 98.9 percent of above moderate-income unit capacity in tracts with scores above the 50th percentile will provide housing mobility opportunities with more positive anticipated educational outcomes. RHNA capacity has been identified in areas that facilitate housing mobility opportunities for lower-income households, and also so that all schools can benefit from increased diversity and income-integration to raise educational outcomes.

Over half of the total RHNA inventory unit capacity, 60.3 percent, are located within the Lodi Unified School District catchment area, including 92.2 percent of the above moderate-income unit capacity, 15.9 percent of moderate income unit capacity, and 2.0 percent of lower income unit capacity. An additional 31.4 percent of units are located within the Stockton Unified School District, including 7.7 percent of above moderate-income unit capacity, 77.4 percent of moderate-income unit capacity, and 66.7 percent of lower-income unit capacity. A significant percentage of lower-income unit capacity, 26.9 percent, is also located within the Manteca Unified School District, as is 5.3 percent of moderate income unit capacity. The remaining 1.3 percent of unit capacity is located within the Lincoln Unified School District catchment area, including 4.4 percent of lower-income unit capacity, 1.4 percent of moderate-income unit capacity, and 0.1 percent of above moderate income unit capacity.

ENVIRONMENTAL HEALTH

As shown in **Figure HE-15, CalEnviroScreen Percentiles**, most of the city north of the Calaveras River, with the exception of two census tracts scores below the 75th percentile; while south of the Calaveras River the majority of tracts score above the 75th percentile, with the exception of the tract encompassing University of the Pacific and the adjacent tract to the west. Tracts with scores above the 75th percentile qualify as a disadvantaged community, impacting access to opportunity as it relates to healthy living conditions. Aside from environmental pollution factors including exposure to particulate matter and ozone from industrial, shipping and railroad yard operations, a concentration of other factors, including lower incomes, poverty rates between 10.0 to 20.0 percent of the households, concentrations of single female-headed households with children, high rates of non-White populations, low rates of educational attainment, and a high rate of unemployment as well as older homes conditions and lead in housing may contribute to the least positive environmental scores. While these factors may not reflect all neighborhoods in this percentile range, they do represent an area of potential concern regarding fair housing and disproportionate exposure to environmental hazards and a concentration of vulnerable populations, which is mitigated by Programs 6, 12, 14, 15, 17, 26, 27, and 30.

Figure HE-32: Percent of Unit Capacity by CalEnviroScreen Scores



Source: City of Stockton and California OEHHA 2021

As shown in **Figure HE-32, Percent of Unit Capacity by CalEnviroScreen Scores**, approximately 51.2 percent of the RHNA capacity is identified in the tracts scoring below the 50th percentile. Approximately 11.9 percent of moderate-income unit capacity, and 2.0 percent of lower-income unit capacity is identified in the tracts with the lowest scores; while 80.0 percent of above moderate-income capacity is identified in the tracts with the lowest scores in the Trinity/Northwest Stockton and Eight Mile/Bear Creek neighborhood, which scores in the 50th to 74th percentile, most likely associated with adjacency to agricultural activities. The majority of lower-income (80.7 percent) and moderate-income (76.4 percent) unit capacity is identified in areas that are considered disadvantaged communities, the moderate-income unit capacity will contribute to income integrated neighborhoods and reduction in the concentration of lower-income households with associated indicators of disadvantaged communities in these tracts, while the lower-income unit capacity provides housing mobility opportunities for households within their existing neighborhoods to reduce displacement potential and homelessness. As well, although relatively small, the proportion of lower-and moderate-income unit capacity in non-disadvantaged

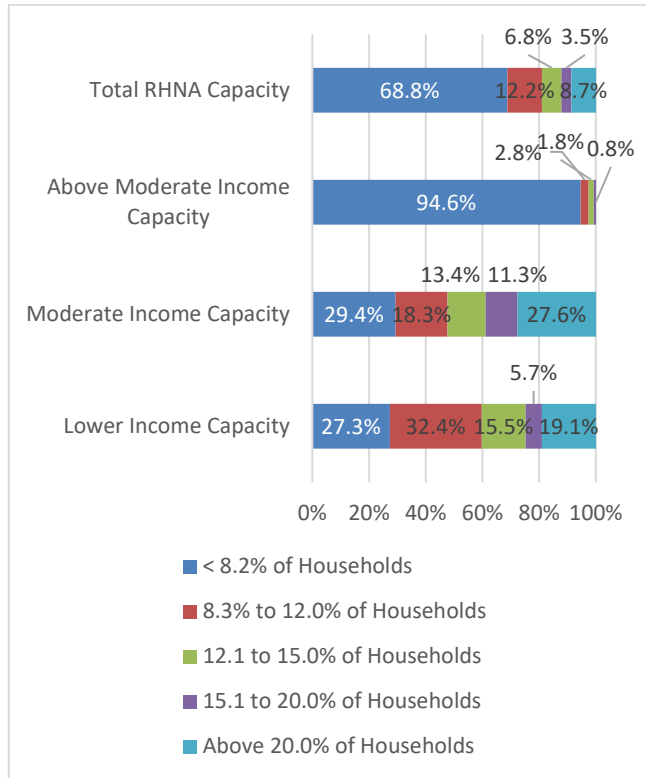
neighborhoods of the city contributes to reduction of concentrations of lower-income households in the most environmentally impacted areas of the city.

Potential Effect on Displacement Risk

Overcrowding

Overall, 9.3 percent of households in Stockton are considered overcrowded. Overcrowding is seen more amongst those that are renting, whereas 12.4 percent of renters are overcrowded, 6.0 percent of homeowners experience overcrowding. Overall, households experiencing overcrowding in Stockton, when combined with income or accessibility challenges, may become at risk for displacement. Higher overcrowding rates are concentrated along the West Lane commercial corridor, Downtown, in the South and East Stockton neighborhoods, and Industrial Annex neighborhood, generally correlating to the city's lowest-income neighborhoods, R/ECAPs and TCAC/HCD Areas of High Segregation and Poverty. These are areas where older housing stock, originally constructed to serve the shipping industry, is mixed with industrial and other nonresidential uses, as well as the location of deed restricted housing stock, particularly in the Downtown and West Lane commercial corridor.

Figure HE-33: Percent Unit Capacity by Rate of Overcrowded Households



Source: City of Stockton and California HHS; Esri 2022

As shown in **Figure HE-33, Percent Unit Capacity by Rate of Overcrowded Households**, the city has identified 68.8 percent of unit capacity in tracts with the lowest rates of overcrowding, and 12.2 percent in tracts with rates between 8.3 and 11.9 percent of households experiencing overcrowding. An estimated 27.3 percent of the lower-income unit capacity, 29.4 percent of the moderate-income unit capacity, and 94.6 percent of the above moderate-income unit capacity is identified in tracts with rates of overcrowding below 8.2 percent, (the statewide average) providing housing mobility opportunities for households of all incomes experiencing overcrowding in other areas of the city. While 12.2 percent of the RHNA capacity is identified in tracts with overcrowding rates between 8.3 and 12.0 percent, 27.3 percent of the low-income RHNA unit capacity and 29.4 percent of moderate-income unit capacity is identified in the tracts south of March Lane between I-5 and Pacific Avenue, in the Stonewood Estates RCAA, within eastern Midtown, the Port and Mount Diablo Waterfront neighborhood, the northern tract in the Weston Ranch/Van Buskirk neighborhood, and one tract in South Stockton which is primarily

industrial and rail yard uses, providing housing mobility opportunities for residents in units which may be both affordable and of adequate size to meet the needs of lower- and moderate-income households while facilitating potential to reduce concentrations of overcrowding in other parts of the city.

Approximately 12.2 percent of the unit capacity is located in tracts with overcrowding above 15.1 percent of households. 24.8 percent of lower-income unit capacity and 38.9 percent of moderate-income unit capacity is identified on sites in these areas of higher overcrowding which generally correspond to R/ECAPs and TCAC/HCD designations of Area of High Segregation and Poverty, as well as a concentration of deed restricted housing stock. One pipeline project includes 0.8 percent of the above moderate-income unit capacity in this area, initiating income integration into the South Stockton neighborhood, which helps relieve pressure on the existing inventory of housing units in that area to meet needs of residents experiencing overcrowding while remaining in their own familiar neighborhood. Overall, the unit potential identified in the sites inventory will help to facilitate additional housing mobility opportunities for a range of sizes and locations for those households that are currently experiencing overcrowding.

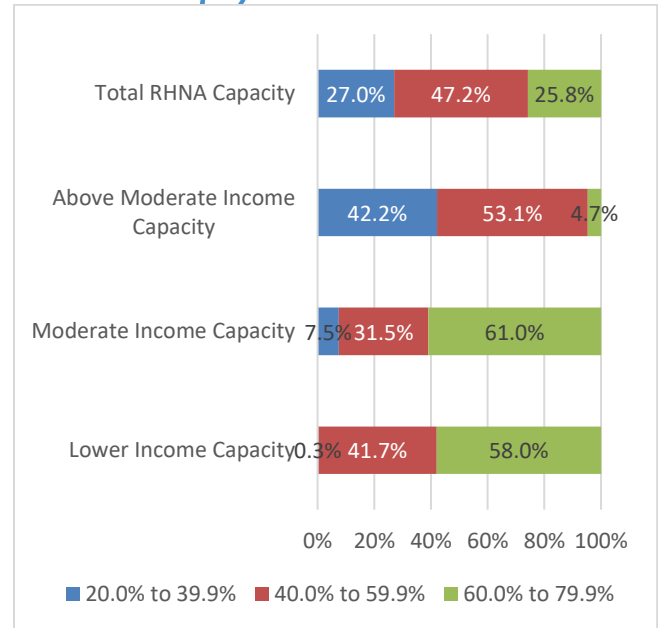
OVERPAYMENT

In Stockton, 20.8 percent of the households are cost burdened and 21.0 percent are severely cost burdened, for a total of 41.8 percent of the households experiencing some level of overpayment. Approximately 27.9 percent of all homeowners are overpaying for housing; in contrast, 54.4 percent of all renters are cost burdened, and, in most circumstances, overpayment is closely tied to income, and in many cases, but not consistently, proportion of populations of color, with lower-income renters experiencing the highest incidence of overpayment and most at risk of displacement. Additionally, previous analysis has identified that special-needs populations, including female-headed households, large families, persons with disabilities and seniors, often fall into the lower-income category and may be particularly at risk of displacement when housing opportunities at affordable costs, sizes, or access to resources are not available.

According to the 2015-2019 ACS, most of the city reflects renter cost burdened rates between 40.0 to 59.9 percent (**Figure 18, Renter Overpayment in Stockton**). The areas with rates at 60.0 percent or above are found in neighborhoods along the West Lane commercial corridor, along March Lane and two tracts in the Pacific Avenue/Lincoln Village neighborhood, in the greater Downtown area, and tracts within South and East Stockton neighborhoods.

As shown in **Figure HE-34, Percent Unit Capacity by Renter Overpayment**, and **Figure HE-35, Unit Capacity by Homeowner Overpayment**, 25.8 percent of the city's RHNA capacity is identified in tracts with a renter overpayment rate over 60.0 percent; 47.2 percent of the RHNA capacity is in tracts with has renter overpayment rates between 40.0 to 59.9 percent. The remaining 27.0 percent includes rates of renter overpayment between 20.0 to 39.0 percent. The majority of lower-income RHNA units (58.0 percent) have been identified on sites in areas in which approximately 60.0 percent and above of renters are overpaying for housing. The majority of the remaining lower-income unit capacity (41.7 percent) is identified on sites where between 40.0 and 59.9 percent of renters overpay for housing, , primarily in the central portion of the city north of the Calaveras River, in the Midtown, Upper Hammer Lane/Thornton Road, and Weston Ranch/Van Buskirk neighborhoods. Additional affordable rental resources in these areas will facilitate housing mobility opportunities for renters currently overpaying and at risk of displacement, whereas the identification of sites to accommodate the lower-income units in locales with lower overpayment rates contributes toward reducing concentrations of renter overpayment in areas of more concentrated overpayment by providing housing mobility opportunities, and fostering income-integration into neighborhoods that have more positive economic conditions. An additional 0.3 percent of lower-income units were identified in areas where between 20.0 to 39.9 percent of renters overpay for housing.

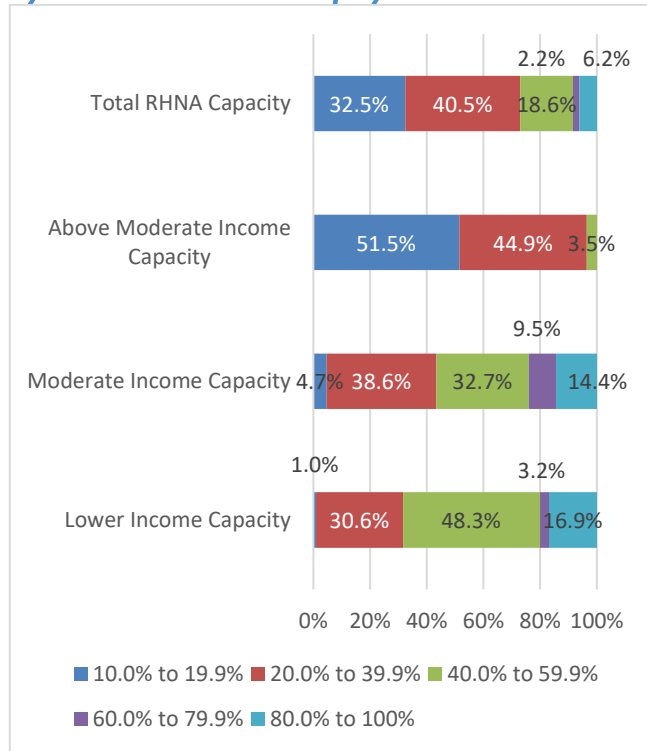
Figure HE-34: Percent Unit Capacity by Renter Overpayment



Source: City of Stockton and ACS 2015-2019

As well, 61.0 percent of moderate-income unit capacity and 4.7 percent of above moderate-income projects are within the tracts with the highest rates of renter overpayment, which promotes income-integrated neighborhoods and reduces the concentration of severely cost burdened households overpaying for housing. Overall, an increase in the supply of lower- and moderate-income housing throughout the city, particularly those in proximity to commercial uses and services, will help to alleviate conditions that contribute to overpayment by reducing the gap between supply and demand for this type of housing.

Figure HE-35: Percent of Unit Capacity by Homeowner Overpayment



Source: City of Stockton and ACS 2015-2019

While homeowners generally experience cost burden at a lesser rate than renters, in Stockton the range of rates of overpayment is broader than that of renters, with some sites located in areas where only 12.3 percent of owners overpay for housing, and others located in tract 1.00 where all owner households experience cost burden. The highest rates of homeowner overpayment occur in the Downtown, portions of East and South Stockton, and southeast of Weberstown Mall, which are designated by TCAC/HCD as an Area of High Segregation and Poverty and most are R/ECAPS, where over 60.0 percent of homeowners are cost burdened (Figure HE-19, Homeowner Overpayment in Stockton). As shown on Figure HE-35, Percent of Unit Capacity by Homeowner Overpayment, 8.4 percent of the distribution of RHNA units is identified in these areas to increase ownership housing supply, with 20.1 percent of lower-income, and 24.0 percent of moderate-income unit capacity identified to potentially reduce displacement risk and overcrowding for these households as more units become available, and facilitating housing mobility opportunities throughout these areas near services and resources in commercial areas, easing pressure on the housing stock.

Conversely, 73.0 percent of site distribution is within sites in areas in which less than 39.0 percent of homeowners are cost burdened, including 96.5 percent of above moderate-income, 31.6 percent of lower-income, and 43.3 percent of moderate-income unit capacity; which includes the following neighborhoods: Trinity/Northwest Stockton, Eight Mile/Bear Creek, Upper Hammer Lane/Thornton Rd. west of Lower Sacramento Road, Brookside/Country Club, northern and eastern Morada/Holman, Pacific Ave/Lincoln Village, Midtown and portions of Weston Ranch/Van Buskirk.

Approximately 18.6 percent of the unit distribution is identified where 40.0 to 59.9 percent of homeowners overpay with 48.3 percent of lower-income unit capacity and 32.7 percent of moderate-income unit capacity identified on sites north of the Calaveras River along the West Lane, Pacific Avenue and March Lane commercial corridors within the Pacific Venue/Lincoln Village, Morada/Holman and southern portion of Upper Hammer Lane/Thornton Road neighborhoods. The identification of 3.5 percent of above moderate-income unit capacity in the South Stockton and Pacific Avenue/Lincoln Village neighborhoods with rates of overpayment above 40.0 percent but below 59.9 percent, predominantly within the Mobile Homes on El Dorado pipeline residential project in South Stockton will foster income integration in the southern portion of the city and provide alternatives to the typical single family detached housing unit.

The addition of these units will help to alleviate existing overpayment by offering lower- and moderate-income units to current and future residents where there is need and increasing the housing stock overall to alleviate the demand on an existing shortage of housing at affordable price points. Additionally, the site capacity and distribution of units by income category will facilitate mobility opportunities for all households.

CONTRIBUTING FACTORS

In discussions with stakeholders and fair housing advocates and through this assessment of fair housing issues, the City identified factors that contribute to fair housing issues, as shown in **Table HE-49**. While a variety of strategies are identified in this element to address the fair housing issues, the most pressing issues are listed below. The fair housing indicators analyzed earlier in this chapter that led to identification of the fair housing issues are shown in bold in parentheses after each issue. The sub-categories analyzed under each indicator are also listed after the bolded indicator.

- The concentrations of R/ECAPS and limited income-integration at the local neighborhood level, (**Integration and Segregation** – TCAC/HCD Opportunity, Income, Lower Income Neighborhoods and Poverty, Race/Ethnicity, R/ECAPS and RCAAs; **Other Relevant Factors** - History of Development Trends, Land Use and Zoning; **Sites Inventory Analysis** – Tract Analysis, Potential Effect on Integration and Segregation)
- Displacement risk due to rising housing costs, (**Integration and Segregation** – Income, Lower Income Neighborhoods and Poverty; **Access to Opportunity** – Housing Mobility, and Employment Opportunities; **Disproportionate Housing Need and Displacement Risk** – Overcrowding, Overpayment, Housing Condition, Displacement Risk; **Other Relevant Factors** – History of Development Trends; **Enforcement and Outreach Capacity** – Compliance with Fair Housing Laws, Fair Housing Complaints);
- Homelessness, (Chapter 2 – Housing Needs Assessment, **Disproportionate Housing Need and Displacement Risk** – Overcrowding, Overpayment, Housing Condition, Displacement Risk; Housing Mobility, **Enforcement and Outreach Capacity** – Compliance with Fair Housing Laws, Fair Housing Complaints)
- Disproportionate access to resources for lower-income, households with special needs, and populations of color, (**Integration and Segregation** – TCAC/HCD Opportunity, Income, Lower Income Neighborhoods and Poverty, Race/Ethnicity, Familial Status, Persons with

Disability, **Access to Opportunity** – Transit Mobility, Housing Mobility, Education; Employment Opportunities); and

- Barriers to homeownership, (**Integration and Segregation** - Income, Lower Income Neighborhoods and Poverty, Race/Ethnicity; **Disproportionate Housing Need and Displacement Risk** – Overcrowding, Overpayment, Housing Condition; **Other Relevant Factors** - History of Development Trends, Land Use and Zoning; **Enforcement and Outreach Capacity** – Compliance with Fair Housing Laws, Fair Housing Complaints).

Prioritized contributing factors are bolded in **Table HE-49**, and associated actions to meaningfully and affirmatively further fair housing related to these factors are bold and italicized.

Table HE-49: Factors that Contribute to Fair Housing Issues 2023

AFH IDENTIFIED ISSUES	CONTRIBUTING FACTORS	MEANINGFUL ACTIONS
Presence of concentrated R/ECAPs in Greater Downtown, South Stockton, East Stockton, and between West Lane and Pacific Avenue in Northern Stockton	Concentrations of poverty and lower-income households. Shortage of affordable housing options in Moderate and High resource areas and higher-income unit capacity in lower-income and lower resource areas to foster income integration and stimulate place-based revitalization and improved access to resources. Concentration of renter-occupied households in Low resource areas. Highest share of minority residents compared to county and megaregion. High rate of HCV holders and lack of acceptance of HCVs in Moderate and High resource areas Older housing stock and areas with poor housing conditions resulting in lower housing costs in South Stockton, Downtown and East Stockton, and scattered residential areas along major commercial corridors north of Midtown. High rates of diversity concentrated in Greater Downtown, South Stockton and East Stockton due to historical practices	Maintain a list of vacant residential land appropriate for affordable housing in the city, including sites in moderate and high resource areas (Program 1). Encourage construction of Accessory Dwelling Units targeting areas of higher resource opportunity (Program 6). Encourage the construction of affordable units with three or more bedrooms and incentivize on-site childcare and support services in mixed use and multifamily developments (Program 30). Produce affordable rental housing in opportunity-rich locations near transit, services, and key amenities (Programs 5,8,12). Development Code revisions to address zoning to facilitate housing types serving lower-income households (Program 17). Implement multilingual communication and outreach strategies (Program 30). Provide mortgage assistance for low- and moderate-income first-time homebuyers, prioritizing advertising to persons in higher opportunity areas (Program 12). Encourage landlords and property managers in high resource areas to advertise their units to Section 8 voucher holders (Program 11). Provide education to landlords and property managers on fair housing rights and requirements/discrimination (Program 30).
Barriers to homeownership, particularly for communities of color	Historical redlining and barriers to building generational wealth. Shortage of affordable homeownership opportunities, particularly for smaller, entry-level households. Household income growth that has not kept pace with housing costs. Outside demand for housing from relocating Bay Area residents with higher-paying jobs. Conversion of older single-family housing stock to rental properties.	Offering programs to remove racially restrictive covenants on city and private property (Program 32) Continue to operate program for downpayment assistance for first-time homebuyers (12) Encourage construction of Accessory Dwelling Units targeting areas of higher resource opportunity (Program 6). Development Code revisions to address zoning to facilitate housing types serving lower-income households (Program 17).

AFH IDENTIFIED ISSUES	CONTRIBUTING FACTORS	MEANINGFUL ACTIONS
Displacement risk due to economic pressures, particularly for lower-income households	Rising housing costs outpacing wage increases. Cost of repairs and rehabilitation. Lack of affordable multifamily rental housing at appropriate sizes, resulting in overcrowding or overpayment when renters are pushed into single-family home rental market. Low rental vacancy rates. Outside demand for housing from relocating Bay Area residents with higher-paying jobs intensifies gentrification and competition for housing resources. Loss of naturally occurring affordable housing resources.	Continue to develop infill projects and address brownfield remediation in the Downtown and Greater Downtown (Program 7). Encourage landlords and property managers in high resource areas to advertise their units to Section 8 voucher holders (Program 11). Encourage construction of Accessory Dwelling Units targeting areas of higher resource opportunity (Program 6). Provide exemptions from fees for certain projects to prevent added costs for new units (Program 18). Preserve existing subsidized affordable units at-risk for conversion to market-rate (Program 21). Continue to operate the housing rehabilitation programs and improve communication about the program to eligible owners of mobile homes and rental properties (Program 22). Continue code enforcement in targeted areas (Program 23). Comply with State law regarding replacement of existing affordable units (Program 24). Encourage the construction of affordable units with three or more bedrooms and incentivize on-site childcare and support services in mixed use and multifamily developments (Program 30). Assist the development of affordable housing using State and federal funds (Program 12). Provide support for low-income renters, including multilingual tenant counseling, rental assistance, financial counseling, crisis stabilization services, and legal support (Program 30). Provide programs for property owners to finance the purchase and installation of infrastructure improvements to their properties (Program 14). Provide voluntary energy assessments for housing units built prior to November 1, 2002 (Program 15). Provide weatherization services (Program 16).

AFH IDENTIFIED ISSUES	CONTRIBUTING FACTORS	MEANINGFUL ACTIONS
Disproportionately limited access to resources for lower-income and communities of color households	Discriminatory lending and other barriers to home ownership for non-White populations, including language barriers and documentation requirements. Concentration of renters, lower-income households, and non-White residents near high-intensity commercial and industrial uses, circulation, and rail corridors in Downtown, South Stockton, East Stockton, and residential areas in central Stockton. Concentration of assisted affordable housing resources in Low resource tracts, Areas of High Segregation and Poverty, and R/ECAPS.	Continue to repair and replace public facilities in lower-income neighborhoods (Program 4). Continue to develop infill projects and address brownfield remediation in the Downtown and Greater Downtown (Program 7). Implement multilingual communication and outreach strategies (Program 30). Offering programs to remove racially restrictive covenants on city and private property (Program 32). Address environmental impacts and increase amenities in areas with concentrations of renters, lower-income households, and non-White residents (Program 31). Produce affordable rental housing in opportunity-rich locations near transit, services, and key amenities (Programs 5, 8, 12). Explore additional community benefit options that could be included in the criteria for initiating modified and new Development Agreements (Program 19). Disperse Sites Suitable for Lower Income Housing to Affirmatively Further Fair Housing (Program 33)
Homeless individuals and families	High rates of unsheltered individuals. Increasing proportion of employed homeless face challenges in securing housing.	Continue to support organizations assisting homeless persons (Program 25). Encourage landlords and property managers in high resource areas to advertise their units to Section 8 voucher holders (Program 11).

HOUSING SITES INVENTORY

4

INTRODUCTION

California law (Government Code Section 65583 (a)(3)) requires that the Housing Element contain an inventory of land suitable for residential development, including vacant sites that can be developed for housing within the planning period and nonvacant (i.e., underutilized) sites with potential for redevelopment. State law also requires an analysis of the relationship of zoning, potential environmental hazards, and infrastructure available to these sites.

REGIONAL HOUSING NEEDS ALLOCATION

The Regional Housing Needs Allocation (RHNA) is the State of California–required process that seeks to ensure cities and counties are planning for enough housing to accommodate all economic segments of the community. The process is split into the following three steps.

1. Regional Determination. The California Department of Housing and Community Development (HCD) provides each region with a regional determination of housing need, which includes a total number of units split into four income categories—above moderate, moderate, low, and very low income. The City of Stockton is within the region covered by

the San Joaquin Council of Governments (SJCOG). The 6th cycle RHNA for San Joaquin County as a whole is 52,719. This is the total number of units that the jurisdictions of SJCOG must collectively plan to accommodate in the unincorporated county and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and Stockton.

2. RHNA Methodology. Councils of Governments (COG), including SJCOG, are responsible for developing a RHNA methodology for allocating the regional determination to each city and county in the COG’s region. This methodology must further specific state objectives, including but not limited to promoting infill, equity, and environmental protection; ensuring jobs-housing balance; and affirmatively furthering fair housing. SJCOG developed a methodology to suballocate the county-level projection to the unincorporated county and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and Stockton. Of the total 52,719 units in the SJCOG region, 12,673 are allocated to the City of Stockton. SJCOG’s methodology and unit allocations were approved by HCD in 2022.
3. Housing Element Updates. Each city and county must then adopt a housing element that demonstrates how the jurisdiction can accommodate its assigned RHNA through its zoning. HCD reviews each jurisdiction’s housing

element for compliance with state law. This Housing Element covers the 6th cycle planning period, which is from December 31, 2023, through December 31, 2031. HCD directs local agencies to calculate the projected housing need for extremely low-income households by applying one of two methodologies to the RHNA for very low-income households: 1) use available U.S. census data to calculate the percentage/number of very low-income households that qualify as extremely low-income households; or 2), as used herein, presume

that 50.0 percent of very low-income households qualify as extremely low-income households. As shown in **Table HE-50**, the City's total RHNA for 2023 to 2031 is 12,673 units. Of these units, the City must plan to accommodate 2,465 units for very low-income households, of which 50.0 percent are assumed to be affordable to extremely low-income households (<30.0 percent of median income), 1,548 units for low-income households, 2,572 units for moderate-income households, and 6,088 units for above moderate-income households.

Table HE-50: Stockton's 2023-2031 RHNA by Income Category

INCOME CATEGORY	RHNA UNITS	RHNA PERCENTAGE
<i>Very Low Income*</i> (<i><50% of Median Income</i>)	2,465	19.5%
<i>Low Income</i> (<i>50-79% of Median Income</i>)	1,548	12.2%
<i>Moderate Income</i> (<i>80-120% of Median Income</i>)	2,572	20.3%
<i>Above Moderate Income</i> (<i>> 120% of Median Income</i>)	6,088	48.0%
Total	12,673	100%

Source: California Department of Housing and Community Development; San Joaquin County Subregion 6th Cycle Regional Housing Needs Allocation, Final Methodology.

*It is assumed that 50 percent of very low-income units will be for extremely low-income households.

AVAILABILITY OF LAND

State housing element law emphasizes the importance of adequate land for housing and requires that each housing element "... identify adequate sites ... to facilitate and encourage the development of a variety of housing types for all income levels..." (California Government Code Section 65583(c)(1)). To allow for an adequate supply of new housing, land must be zoned at a variety of densities to ensure that development is feasible for a wide range of income levels. The identified land must also have access to appropriate services and infrastructure, such as water, wastewater, and roads.

To demonstrate the City's capacity to meet its RHNA, an adequate sites inventory was conducted. The inventory must identify adequate sites that will be made available through appropriate zoning and development standards and with public services and facilities needed to facilitate and encourage the development of a variety of housing types for households of all income levels.

The analysis of the relationship of suitable sites to zoning provides a means for determining the realistic number of dwelling units that could actually be constructed on those sites in the current planning period. The analysis also identifies the zoning districts the City believes can accommodate its share of the regional housing needs for all income levels.

The sites in the City's inventory are currently available. These sites will allow for the development of a variety of housing types that will meet the needs of all income groups as per the City's RHNA for the 2023-2031 planning period.

SITES SUITABLY ZONED FOR RESIDENTIAL USES AT APPROPRIATE DENSITIES

Housing element law requires jurisdictions to provide a requisite analysis showing that zones identified to accommodate the RHNA at each income level allow appropriate housing types at appropriate densities sufficient to encourage development to meet the needs of all households.

To meet the lower-income RHNA, the law provides two options for preparing the analysis: 1) describe market demand and trends, financial feasibility, and recent development experience; or 2) use default density standards deemed adequate to meet the appropriate zoning test (California Government Code Section 65583.2(c)(3)(B)). The default density designated by HCD for Stockton is 30 units per acre. As demonstrated herein, the City has a surplus of suitably zoned sites to meet its RHNA.

To meet the moderate- and above moderate-income RHNA, AB 725 requires the following:

1. At least 25 percent of the units counted towards the City's moderate-income RHNA are on sites where at least 4 units per acre but not more than 100 units per acre are allowed.
2. At least 25 percent of the units counted towards the City's above moderate-income RHNA are on sites where at least 4 units per acre are allowed.

As shown in **Table A-1** in **Appendix A**, Stockton's land inventory is in compliance with AB 725, because all sites identified to meet the moderate- and above moderate-income RHNA allow more than 4 units per acre and approximately 86 percent of the units counted towards the City's moderate-income RHNA are on sites where fewer than 100 units per acre are allowed.

SITES IDENTIFIED IN PREVIOUS HOUSING ELEMENTS

Pursuant to Government Code Section 65583.2(c), any nonvacant sites identified in the 5th housing element cycle or vacant sites identified in two or more consecutive housing element planning periods shall be provided by-right development when at least 20 percent of the units in the proposed development are affordable to lower-income households. **Table A-1** in **Appendix A** identifies the 80 sites with capacity for the City's lower-income RHNA that were also included in both prior cycles. All sites are vacant.

Per **Program 3, Sites Included in Previous Housing Elements**, the City will update all required Development Code and General Plan provisions to allow projects that have at least 20 percent affordable units (extremely low, very low, or low) without discretionary review or "by right." Multifamily housing (including projects that are 100 percent residential) is already permitted by right in most of the zones where these sites are (CD, CG, CN, CO and RH). The City will ensure it complies with Government Code Section 65583.2(c) for all applicable sites identified in **Table A-1** in **Appendix A**.

REALISTIC CAPACITY

For the pipeline projects summarized in **Tables HE-53** and **HE-54**, the realistic capacity is based on the project design as approved by the City of Stockton or as submitted by the applicant. (See **Table A-2** in **Appendix A** for parcel-level data on the pipeline project sites.) Development capacity for vacant and underutilized sites listed in **Table HE-53** is based on allowed density and historical residential and mixed-use development trends in the city, as described herein. (See **Table A-1** in **Appendix A** for parcel-level data on the vacant and underutilized sites.)

- For the sites in the RH, RL, RL and RM zones, the assumed realistic capacity is 80 percent of the maximum allowed units. This assumption is supported by recent project trends on sites with this type of zoning averaging 88 percent of maximum allowed

density or units per acre. Eighty percent is a slightly more conservative assumption.

- For the sites in the CD, CG, CN, CL, and CO zones, the assumed realistic capacity is 44.6 percent of the maximum allowed units. Projects that are 100 percent residential are permitted in these zones, but the assumed realistic capacity accounts for the potential for a mixture of commercial and residential uses. As shown in **Table HE-53**, several residential developments have been built recently in commercial districts.

In addition, the City reviewed the sites with zoning that allows non-residential uses in the City's currently adopted Housing Element (2015-2023) in addition to other sites with this type of zoning where residential has been built or approved, and compared that with the current uses on the site. The details about the sites analyzed are below:

- 339 vacant sites that allow non-residential uses were in the existing Housing Element inventory or are developed or approved with residential units in the city. Most of the sites from the existing Housing Element have not developed or been approved for development.
 - o 25 of the sites evaluated (some made up of multiple parcels) have approved or built projects on them.
 - 13 of the sites have built or planned non-residential uses on them.
 - 12 of the sites have built or planned residential uses on them:
 - Eight are built with all residential units
 - Four are mixed-use and the percent of the project that is residential for each one is one at 69% two at 75%, and one at 96% residential

Based on this analysis, 44.6% of sites that allow residential are permitted or built with residential uses. This analysis resulted in the identification of a need to adjust realistic capacity assumptions on this type of site from 50% to 44.6%. Additional analysis of realistic capacity on sites that allow non-residential uses was conducted using the following formula: number of

projects/sites in the list of sites referenced above that allow non-residential divided by the total number of projects approved/built on sites that allow non-residential (above)multiplied by the built density (% out of 100) of the projects above that included residential. Below is the formula using the numbers for Stockton:

$$12/25 \times 85\% = 41\%$$

Forty-one percent is a bit lower than the 44.6% number arrived at using the City's track record. However, the City is committing to implementing several programs to support residential or mixed-use development on sites and in zoning districts that allow non-residential uses. These include:

- Program 2: Downtown Implementation – As called for in the Climate Action Plan and General Plan the City shall continue to implement measures to enable development of 4,400 residential units in the Greater Downtown Area by 2035. This will include adoption and implementation of the Housing Action Plan. The majority of Housing Element sites that allow non-residential uses are located within the Downtown and Greater Downtown.
- Program 5: Housing and Neighborhood Action Plans - The City is currently preparing a Housing Action Plan (HAP) to provide a guidebook with information to interested developers and property owners about residential opportunities in the city. This plan includes the 10 top priority sites the City has identified as "shovel-ready" for housing development. Eight of the 10 sites are in zoning districts that allow non-residential uses. Selection of the priority sites was based on financial feasibility analysis and policy goals. The HAP will be marketed and provided to potential developers upon completion. Implementation of the HAP will include marketing and incentivizing development of missing middle housing types including tiny homes, cottage homes, single-room occupancy units, duplexes, triplexes and fourplexes. Incentivizing housing types such as single-room occupancy units and tiny homes is expected to create new housing

opportunities for extremely low-income households. The HAP will be completed in 2024.

- Program 7: Infill Strategy - The City shall continue to implement the Downtown Infrastructure Infill Incentive Program or explore other financing strategies to facilitate the development of infill projects in the Downtown and Greater Downtown areas. The Downtown Infrastructure Infill Incentive Program provides financial incentives to eligible parties in developing new market-rate residential, commercial, or mixed-use projects in Downtown Stockton. Under the Downtown Infill Infrastructure Program, eligible development projects may receive a reimbursement for certain public infrastructure improvements based on the project meeting certain criteria including a threshold number of residential units or square footage, being within the qualifying geographic area, investing at least \$500,000, and needing public infrastructure improvements of at least \$100,000. The program identifies actions and incentives to promote infill development, including brownfield remediation. The majority of Housing Element sites that allow non-residential uses are located within the Downtown and Greater Downtown.
- Program 9: Government-Owned Sites - The City will facilitate housing development on City-owned sites by issuing RFI/SOQs for development, complying with the Surplus Lands Act (SLA), and entering into Development and Disposition Agreements with developers. The City will facilitate housing development on sites owned by the Stockton Unified School District (SUSD) by coordinating with SDSU to encourage housing development. Many of these sites

are in the zoning districts allowing non-residential uses.

- Program 17: Development Code Revisions – this program calls for updates to the City’s Development Code. The City is finishing a comprehensive update to its Development Code in 2024 and all of the amendments in Program 17 will be part of that comprehensive update. There are a number of amendments included in this program that will facilitate residential projects in zoning districts that allow non-residential uses including expanding the types of residential uses allowed in these zones, explicitly stating that 100 percent residential projects are allowed in these zones, increasing maximum heights, decreasing required setbacks, decreasing minimum open space per multifamily unit, and amending the code to encourage former industrial areas to transition to other uses.

These assumed realistic capacities are feasible given current development standards and on-site improvement requirements (e.g., setbacks, building height, parking, density requirements, land use controls, water and wastewater access, and open space requirements)

Table HE-51 summarizes how the various factors in housing element statute (Government Code Section 65583.2(c)(2) result in an adjusted average site capacity of 80 percent of the maximum densities in the residentially zoned areas of Stockton. **Table HE-52** summarizes how the various factors in housing element statute (Government Code Section 65583.2(c)(2) result in an adjusted average site capacity of 44.6 percent of the maximum densities in the areas of Stockton where sites are identified that also allow non-residential uses.

Table HE-51: Capacity Adjustment Factors – Residential Zones

CAPACITY FACTOR	ADJUSTMENT	REASONING
Land use controls and site improvements	88%	For net acreage due to on-site improvements (sidewalks, easements).
Realistic capacity of the site	80%	Adjustment based on past redevelopment trends
Typical densities	88%	Recently approved projects on residentially zoned sites are between 71-95% of maximum capacity
Infrastructure available	85%	Most sites have utilities available, development of utility connections needed on some sites
Environmental constraints	95%	Environmental Constraints have minimal impact on whether the sites can be developed. Mitigation for environmental hazards will also limit the impacts of environmental constraints.

Source: City of Stockton, 2024

Table HE-52: Capacity Adjustment Factors – Other Zones

CAPACITY FACTOR	ADJUSTMENT	REASONING
Land use controls and site improvements	88%	For net acreage due to on-site improvements (sidewalks, easements).
Realistic capacity of the site	44.6%	Adjustment based on past development trends
Typical densities	58%	Recently approved 100% residential projects are between 41-83% of maximum capacity
Infrastructure available	85%	Most sites have utilities available, development of utility connections needed on some sites
Environmental Constraints	95%	Environmental Constraints have minimal impact on whether the sites can be developed. Mitigation for environmental hazards will also limit the impacts of environmental constraints.

Source: City of Stockton, 2024

REPRESENTATIVE PROJECTS

As shown in Table HE-53, several recent projects support the viability of the sites in the inventory and the assumed realistic capacities.

Table HE-53: Representative Projects

PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	ACREAGE	UNITS	MAXIMUM ALLOWED DENSITY	DENSITY (UNITS PER ACRE)	PERCENT OF ALLOWED DENSITY	NOTES
Anchor Village	133 E Oak St 601 N Hunter St	139-060-43	Commercial	CD	0.69	50	87	72.5	83%	Built in 2018.
Cal Weber 40 Apartments	512 E Weber Ave.	149-170-31 149-170-32 149-170-33	Commercial	CD	0.76	40	87	52.6	60%	Built in 2016. Adaptive reuse of existing buildings. Downtown redevelopment. Mixed use with ground-floor commercial; 39 units affordable to low- and very low - income families and one unit for the on-site manager. LIHTC, City, HOME, HACSJ funding, HCV-PB.*
Crossway Residences	448 South Center Street	149-062-14	Commercial	CD	1.12	41	90	36.6	41%	Built in 2020 and 2021. Three separate buildings with a total of 41 units. Affordable supportive housing for SJC Behavioral Health. Redevelopment of HACSJ's former administrative offices. HACSJ funding through the Mental Health Services Act, HCV-PB.*
Eight Mile House Apartments	2829 Breaker Way	070-670-02	HDR	RH	13.5	384	30	28.4	95%	Under construction.
Grand View Village	228, 240, and 250 N. Hunter Street and 241 N. San Joaquin Street	139-130-28	Commercial	CD	0.79	75	136	94.9	70%	Under construction. Downtown redevelopment. 100 percent affordable. Grocery store and community spaces. LIHTC, City, CDBG and HOME funding.*
Liberty Square Apartments	804 N Hunter St	139-055-01	Admin Prof	CO	1.76	74	90	42.0	n/a – existing building	Under construction. Adaptive reuse of offices. 100 percent affordable to VLI, City, HUD, AHSC funding*.
Medici Artist Lofts	242 N. Sutter St	139-370-01	Commercial	CD	0.33	34	136	103.0	n/a – existing building	Built in 2020. Adaptive reuse of offices. 27 units affordable to low income, 7 market rate. Local artists preference. LIHTC, City, HOME, HACSJ funding, HCV-PB.*
Morada Crossings (Palms at Morada)	4142 E Morada Ln	124-290-28 124-290-30	HDR	RH	10.17	216	30	21.2	71%	Built in 2021.
New Apartments	709 N Center St	137-180-30	HDR	CN	0.81	36	90	44.4	49%	
Sierra Vista Phase I and Phase II	1501 Twelfth Street	169-270-03	MDR	RM	13.4	215	17.4	16.2	93%	Built in 2020. 100 percent affordable. LIHTC, HACSJ funding, HCV-PB.*
Sonora Square (HASJC)	431 S El Dorado St,	14906217	Commercial	CD	0.92	37	90	40.2	45%	Under construction. Permanent supportive housing. 100 percent affordable to low income, Housing Authority LIHTC, NPLH, CDBG. HACSJ funding, HCV-PB.*
Stonebrier Apartments	4770 West Ln	096-140-71	HDR	RH	5.49	156	30	28.4	95%	Built in 2020.
Average Percentage of Maximum Allowed Density – Residentially Zoned Sites	88%									
Average Percentage of Maximum Allowed Density – Non-Residentially Zoned Sites	58%									

Source: City of Stockton, 2023.

* AHSC = Affordable Housing and Sustainable Communities; CDBG = Community Development Block Grant; HACSJ = Housing Authority of the County of San Joaquin; HCV-PB = Housing Choice Voucher, Project Based; LIHTC = Low Income Housing Tax Credit; NPLH = No Place Like Home.

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SUMMARY OF APPROACH TO MEETING RHNA

As shown in **Table HE-54**, the City's approach to meeting its RHNA relies on pipeline projects, vacant sites, and anticipated development of accessory dwelling units (ADU) and junior ADUs (JADU). Using this approach, the City has a surplus of sites available to meet its 2023-2031 RHNA by income category. **Tables A-1 and A-2 in Appendix A** provide the characteristics of each site, including zoning, general plan designation, acreage, and realistic capacity for the sites currently zoned for housing. These sites are all likely to be developed with residences during the planning period.

Maps of the pipeline projects and vacant sites are provided in **Appendix A**. Anticipated ADU/JADU construction could occur in neighborhoods throughout the city. Therefore, it's considered a non-site-specific approach to meeting RHNA and is not mapped.

To ensure that the City has sufficient capacity to accommodate the RHNA throughout the planning period, HCD recommends in its "Housing Element Site Inventory Guidebook" (Government Code Section 65583.2) that the City create a buffer in the sites inventory of 15 to 30 percent more capacity than required, especially for capacity to accommodate the lower-income RHNA. As shown in **Table HE-54**, the city has taken this approach and assumed a 30 percent buffer across all income categories.

Table HE-54: Approach to Meeting 2023-2031 RHNA

INCOME CATEGORY	RHNA	RHNA WITH 30% CUSHION	PIPELINE PROJECTS	VACANT SITES	ANTICIPATED ADUS	TOTAL CAPACITY	SURPLUS OF RHNA	SURPLUS OF RHNA WITH 30% CUSHION
Extremely Low Income	1,232	1,602	198	1,526	-	1,724	492	122
Very Low Income	1,233	1,603	253	1,526	-	1,779	546	176
Low Income	1,548	2,012	145	1,525	108	1,778	230	-234
Moderate Income	2,572	3,344	353	2,932	54	3,339	767	-5
Above Moderate Income	6,088	7,914	13,643	718	18	14,379	8,291	6,465
Total	12,673	16,475	14,592	8,227	180	22,999	10,326	6,524

Source: City of Stockton, 2024.

PROGRAMS TO ENCOURAGE AND FACILITATE HOUSING DEVELOPMENT

The City will encourage and facilitate housing development through several actions.

- **Program 6. Accessory Dwelling Units:** The City will update its ADU regulations as needed throughout the planning period to address changes to state law and encourage the construction of ADUs through a range of strategies, including providing guidance,

educational materials and preapproved ADU plans, proactively advertising the benefits of ADUs, and monitoring the success of this program.

- **Program 7. Infill Strategy:** The City will promote infill development with a variety of strategies that may include assisting with brownfield remediation, flexible development standards, planning infrastructure improvements, and streamlining the permitting process.

- **Program 8. Infill Site Assembly:** The City will promote infill development by actively working with local property owners and developers to assist in the consolidation and assembly of small infill parcels for residential projects, processing lot mergers ministerially and offering incentives.
- **Program 9. Government-Owned Sites:** The City will facilitate housing development on City-owned sites by issuing RFI/SOQs for development, complying with the Surplus Lands Act (SLA), and entering into Development and Disposition Agreements with developers. The City will facilitate housing development on sites owned by the Stockton Unified School District (SUSD) by coordinating with SDSU to encourage housing development.
- **Program 10. Large Site Development:** The City will facilitate the development of sites larger than 10 acres.
- **Program 12. State and Federal Funding:** The City will support housing organizations and affordable housing developers by assisting in applications for funding, drafting letters of

support and resolutions, and identifying potential sites for affordable housing.

- **Program 20. Density Bonus:** The City will continue to offer and promote the use of density bonuses.

PIPELINE PROJECTS

The City currently has 20 pipeline projects, for a total of 14,592 units that can be counted toward the City's RHNA. Anticipated units are based on the project design as approved by the City of Stockton or as submitted by the applicant. Of the 20 pipeline projects, 8 are 100 percent affordable (may include a moderate or above-moderate manager's unit). Of the total 14,592 units, 596 are in the lower-income category, 353 are in the moderate-income category, and the remaining 13,643 are in the above moderate-income category. **Table A-2** in **Appendix A** provides parcel-level data on the pipeline project sites. A brief description of each pipeline project is included herein. Maps of the pipeline projects, vacant sites, and underutilized sites are provided in **Appendix A**.

Table HE-55: Pipeline Projects Summary

PIPELINE PROJECTS	TOTAL ACRES	LOWER INCOME CAPACITY	MODERATE INCOME CAPACITY	ABOVE MODERATE INCOME CAPACITY	TOTAL CAPACITY
<i>Alicia Place</i>	3.68	76	0	1	77
<i>Calaveras Quarters Motel Conversion</i>	2.14	68	1	0	69
<i>Cannery Park</i>	291.80	0	32	490	522
<i>Crystal Bay</i>	174	0	67	1,276	1,343
<i>Delta Cove</i>	359.52	0	77	1,468	1,545
<i>Elderberry Residential Project</i>	18.8	0	0	42	42
<i>Fairview Terrace</i>	1.61	76	0	0	76
<i>Grand View Village</i>	0.79	75	0	0	75
<i>Harding Apartments</i>	1.02	0	4	18	22
<i>Hunter House New Apartments</i>	0.69	120	0	0	120
<i>La Passeggiata Affordable Housing Project</i>	0.83	94	0	0	94
<i>Mobile Homes on El Dorado</i>	7.06	0	18	104	122
<i>Park Center Apartments</i>	0.98	50	0	1	51
<i>Sanctuary</i>	1,950.46	0	0	5,758	5,758
<i>Sonora Square Apartments</i>	0.92	37	0	0	37
<i>Swain Crossing Apartments</i>	1.58	0	5	31	36
<i>Tra Vigne</i>	318.05	0	0	1,503	1,503

PIPELINE PROJECTS	TOTAL ACRES	LOWER INCOME CAPACITY	MODERATE INCOME CAPACITY	ABOVE MODERATE INCOME CAPACITY	TOTAL CAPACITY
<i>Trinity Parkway Apartments</i>	4.32	0	18	102	120
<i>University Park</i>	103.47	0	0	359	359
<i>Westlake at Spanos Park</i>	347.08	0	131	2,490	2,621
Total	3,588.8	596	353	13,643	14,592

Source: City of Stockton, 2023.

ALICIA PLACE

The Alicia Place project proposes the conversion of an existing hotel into 77 individual residential units, including a manager's unit. It will be a 100% affordable housing development designed to cater to larger households facing homelessness, with income levels at or below 30% of the Area Median Income (AMI). The project will provide 47 studios, 24 one-bedroom apartments, and 6 two-bedroom apartments, catering to a range of household sizes and needs.

As of November 2023, the applicants are currently working with the Economic Development Department (EDD) and the state to secure funding for this project. The project has been awarded funding through the HHAP Grant Program.

The project is anticipated to receive its planning entitlement approval in early 2024. The initial timeline set by the developers aimed for project completion and Certificate of Occupancy acquisition by June 2024.

CALAVERAS QUARTERS MOTEL CONVERSION

The Housing Authority of the County of San Joaquin (HACSJ) will convert an existing 122-unit motel into 68 deed-restricted housing units affordable to lower-income households and one manager's unit affordable to a moderate-income household. The application requests a density bonus of 35 percent per municipal code Section 16.40. As of January 2023, this project was in the site plan review and design review phase. The project will have project-based vouchers and provide permanent housing for those experiencing chronic homelessness, homeless youth, and youth at risk of homelessness. The 2.14-acre parcel on March Lane will have 11 ADA ground-floor units and 7 units designated

for the hearing and visually impaired. The newly converted property will also have a community room, laundry facilities, and substantial assigned parking for residents. Partners for this project include Parents by Choice, Aspirant, Lutheran Social Services of Northern California, Mary Magdalene Community Service, STAND, and Children's Home of Stockton. These partners will provide case management, life skills training, behavioral health services, education and employment services, legal assistance, parenting classes, and addiction recovery services for the residents of Calaveras Quarters.

Out of the total projected cost of \$30,220,000, HomeKey Program, Round 2, has provided \$24.9 million, and \$6.5 million has been secured by the City of Stockton American Rescue Plan (ARPA). The City of Stockton is the responsible entity, and the HACSJ would be the recipient. The project site is currently developed with former motel buildings and accompanying parking lot. The land on which the existing structure is located is entirely urbanized, as are the adjacent parcels.

CANNERY PARK

Per the executed Development Agreement, the Cannery Park project will be built on approximately 450 acres of land at the southwest corner of State Route 99 and Eight-Mile Road. Of the original 450 acres, a remaining 291.82 acres are available for residential development. It will include new residential areas, 1,452,508 square feet of light industrial business parkland, and 1,078,763 square feet of commercial land. During the planning period, the City anticipates that 312 new single-family homes and 210 multifamily homes will be constructed. Of the total 522 homes, it is anticipated that 490 will be affordable to above-moderate income

households, and 32 will be affordable to moderate-income households.

Recently, Community Facilities District 2005-1 and Community Facilities District CFO 2019-1 were established, and LGJ Homes acquired Cannery Park units 6 through 9, consisting of 387 single-family lots, and recorded final subdivision maps, constructed public improvements, and started single-family home construction and sales. KB Home North Bay LLC acquired Cannery Park units 10 through 12, consisting of 128 single-family lots, and subsequently recorded final subdivision maps, constructed public improvement, and started single-family home construction and sales. Construction of the Holman Road Bridge over Bear Creek was started with an anticipated completion date of spring 2023. There is no remaining barrier to development because the project is in the final stages of development. Future submittals for Cannery residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. Though apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval prior to the recordation of the new condominium lots. The applicant has requested to convert most of the Regional Commercial area in the subdivision to over 300 additional single-family homes beyond the original approval. That conversion requires a rezone and new subdivision map and would have to be approved by the Planning Commission and City Council. The applicant anticipates that approval in 2023, with ministerial design review and construction of the additional homes shortly thereafter, depending on the housing market.

CRYSTAL BAY

According to the executed development agreement, the Crystal Bay project will be built on approximately 174 acres of land on the south side of Eight Mile Road, east of Rio Blanco Road, and west of Westlake Drive. A wide variety of park and open space amenities will be included. During the planning period, the City anticipates that 1,343 new homes will be constructed. The Crystal Bay project was originally approved as a part of the development agreement for the Westlake at Spanos West Master Development Plan and is included

in the Spanos West Business Park Density Transfer Agreement. Of the 1,343 homes, it is anticipated that 1,276 will be affordable to above-moderate income households, and 67 will be affordable to moderate-income households.

On April 10, 2008, the Stockton Planning Commission approved the Crystal Bay Development Agreement (expires January 10, 2040), Planned Unit Residential Development (PURD) standards, a Vesting Tentative Map of Tract No. 3585, and the environmental impact report for the project area. The PURD standards are the primary regulatory document for the master-planned community and go beyond zoning to regulated use and design. The standards allow a variety of residential and nonresidential uses and permit a wide variety of housing types due to the increased flexibility of the PURD. This residential flexibility includes multiunit housing (duplex, triplex), courtyards, mobile homes, organizational housing, townhouses, and senior housing. Most residential land uses are medium density (806 units at 8.8 to 17.4 units/acre) and high-density housing (392 units at 17.5 to 29.0 units/acre).

The development of Crystal Bay is planned as an extension of the Westlake subdivision, which is immediately adjacent to the project and currently under development. Accordingly, the extension of infrastructure, services, and roads is a shared effort. The projects entered into a cost-sharing agreement with the objective of phasing the extensions in a cost-effective, orderly, and complete fashion. There are no major barriers left to prohibit construction because any regional impact was addressed during the initial construction of the Westlake project. Future submittals for residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. While apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval prior to the recordation of the new condominium lots. Construction of Crystal Bay is anticipated to begin before the end of 2025 and be completed within the planning period.

DELTA COVE

Per the executed development agreement, the Delta Cove project is facilitated by a general plan amendment, rezone, a planned development, a vesting tentative map, and an addendum/initial study to a previously certified environmental impact report for a project also known as "Delta Cove." The project will include new residential areas (including single-family detached homes and a condominium project) with parks, open space, and commercial use on three vacant parcels totaling 360 acres. During the planning period, the City anticipates that 1,545 new homes will be constructed, and it is anticipated that 1,468 will be affordable to above-moderate income households, and 77 will be affordable to moderate-income households.

The project is designed to provide pedestrian connectivity throughout the development, avoid wetlands, provide more park/open space and recreational uses, and provide a healthier living environment utilizing the live, work, play concept. Delta Cove proposes a variety of single-family attached and detached housing options (approximately 1,164 units) as well as multifamily/condominium housing options (approximately 381 units) and Commercial Neighborhood (CN) employment and retail use. The project encourages a mix of housing types and lot sizes by incorporating the traditional single-family home with cluster products, alley-loaded products, small-lot products, mixed-use, and condominium housing types. Lot sizes range from 32 feet x 68 feet (2,000 square feet) to 55 feet x 100 feet (5,500 square feet).

There are no major barriers left to prohibit construction because any regional impact was addressed during the initial construction of the Westlake and Spanos West projects nearby. Future submittals for residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. While apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval prior to the recordation of the new condominium lots. Construction of Delta Cove is anticipated to begin before the end of 2025 and be completed within the planning period.

ELDERBERRY RESIDENTIAL PROJECT

Per the provisions of the planned development permit, the Elderberry Residential project will consist of 42 single-family dwellings for a senior housing project. As of January 2023, this project was in the process of applying for a tentative subdivision map, planned development permit, and design review to subdivide the 17.32-acre site into 43 parcels to facilitate the development. Forty-two parcels will be constructed with single-family homes on the south side of Villa Point before the end of the planning period. The forty-third parcel on the north side of Villa Point will be reserved for future multifamily development.

The project includes roadway improvements, landscaping, open space, common areas, and at least one amenity (e.g., recreational facility, parks and play fields, tot lots). Future submittals for residential uses include ministerial design review for the residential units (master plan homes), improvements plan for the grading, and recordation of the final map. While the 42 units are intended to be market rate, the applicant could request a ministerial affordable housing agreement with the City to convert some of the units in the future to help secure funding.

FAIRVIEW TERRACE

In May 2023, the City sold 2 parcels, totaling 1.27 acres to STAND. STAND is a group of residents working together in the Southeast Stockton neighborhood on several affordable housing programs. STAND proposes to develop a 4-story senior housing development with associated on- and off-site improvements on this site in the CG (Commercial, General) Zoning District. The project is located at the southeast corner of South Airport Way and East Eighth Street.

The project is eligible for a Tier-2 Supplemental Density Bonus of 100%. This allows for a number of concessions or incentives, including setback reductions, off-street parking reductions, waivers for lot coverage and floor area ratio (FAR), and building height increases.

The City of Stockton has approved a Site Plan Review, Design Review, and Density Bonus application for the development of a 76-unit, four-story affordable senior

housing project with 1,180 square feet of ground-floor commercial space and associated site improvements.

The project is a 100% affordable housing development for seniors with a household income at 30%-60% (low-/very-low) of the area median income. To ensure affordability, the project proponents will enter into a 55-year regulatory agreement (Density Bonus Housing Agreement) prior to occupancy. The project will also provide a mix of studio, one-bedroom, and two-bedroom apartments, catering to a range of household sizes and needs.

GRAND VIEW VILLAGE

The Grand View Terrace mixed-use project consists of 75 multifamily deed-restricted affordable housing units and approximately 16,893 square feet of ground-floor nonresidential uses in a four-story building. Units will be one-, two- and three-bedroom units for lower-income families. As of February 2023, demolition and site preparation work had begun.

The ground floor will include commercial spaces, offices, a community center, a Head Start, and a grocery store. Grand View Village will be a transit-oriented development, focusing on connecting the residents and surrounding community with employment providers, schools, the downtown regional transit center, and the Robert Cabral train station through enhanced services, new bicycle paths, and improved sidewalks. Residents will be offered free bus passes for three years.

The nonprofit developer, Visionary Home Builders of California, secured \$37 million in funding from the state and the city of Stockton. No other permits or approvals are needed from the City.

HARDING APARTMENTS

This office conversion into apartments project will convert an office into multifamily housing (22 units) with exterior building revisions of the existing single-story building. As of January 2023, this project was in the process of design and site plan review. The project includes 4 studios, 16 one-bedroom, and 2 two-bedroom units with a small space for a shared office and gym. Future submittals for residential uses include improvements plan for the grading and building permits

for unit construction. No other approvals are needed from the City. Due to their size, it is anticipated that the four studios would be affordable to moderate-income households. The remaining 18 units are anticipated to be affordable to above-moderate-income households. The applicant could request a ministerial affordable housing agreement with the City to convert some of the market-rate units to affordable in the future to help secure funding.

HUNTER HOUSE NEW APARTMENTS

The Hunter House New Apartments project consists of a new four-story, 120-unit apartment complex with a mix of one- and two-bedroom apartments, an underground garage, and 2920 square feet of nonresidential uses on the ground floor. There will be a community room, two elevators, two laundry rooms, and a workout and fitness area for tenants. The units will be restricted to households at the following income levels: 1) 72 units earning less than 30 percent average median income (AMI) (extremely low income); and 2) 48 units earning less than 50 percent AMI (very low income). The project will serve special needs populations such as the disabled, seniors, veterans, the mentally ill, and other people with special needs.

With assistance from SJCOG, Service First of Northern California received a \$27 million Affordable Housing and Sustainable Communities (AHSC) grant to complete a funding package to build the project. The AHSC grant will help cover construction, programming, and transportation improvements (including a new railcar for the Altamont Corridor Express). The AHSC grant will cover street lighting, trees, drought-tolerant landscaping as well as street, sidewalk, and curb improvements, including bike lanes. The location is close to Downtown Stockton, the transit center, numerous civic institutions, commercial uses, and social services. As of January 2023, this project was in the design and site plan review phase. This will be the fifth affordable housing site that Service First will offer, after Winslow Village Apartments, Paulette's Manor, Coventry Apartments, and Zettie's Haven. The site is currently vacant. Only building permits are needed from the City before construction can begin.

LA PASSEGGIATA AFFORDABLE HOUSING PROJECT

The project consists of 94 deed-restricted affordable units for households at the following income levels: 1) 78 units earning less than 50 percent AMI (very low income); and 2) 16 units earning less than 80 percent AMI (low income). Valley Home Builders, with Pearl Homes, will construct two buildings, connected by a bridge, that will serve as affordable housing for seniors and families in downtown Stockton. The buildings will have solar power, energy-efficient electrical appliances, smart home artificial intelligence, and rooftop gardens.

The project will be built on a surplus property controlled by the State Controller's Office that was identified as one of the first excess properties to be offered for development of affordable housing. The project will be the first modular multifamily development in Stockton. Visionary Home Builders was selected as the developer. The property is in the City's Miner Avenue Complete Street Project, a rehabilitation and beautification project. The project was awarded \$18.5 million in Multifamily Housing Program funding. As of January 2023, project representatives were applying for an Infill Infrastructure Grant and Department of Toxic Substances Control funding to address site contamination. As of February 2023, project representatives were determining whether approvals and permits will be issued by the State or the City. The City is responsible for permits pertaining to utility connections, off-site improvements, and collection of required service and impact fees.

MOBILE HOMES ON EL DORADO

The Mobile Home project consists of a new, 122-unit mobile home complex with 183 parking spaces, drive aisles, landscaping, and lighting. As of January 2023, this project was in the administrative use permit phase. Of the 122 homes, it is anticipated that 104 will be affordable to above-moderate income households, and 18 will be affordable to moderate-income households.

The privately funded project is approved to proceed in obtaining construction permits; however, new mobile home parks are regulated at the State level under the California Mobile Home Act, which designates HCD as the review and approval authority for matters where the

City does not have jurisdiction. Accordingly, HCD has primary jurisdiction over mobile-home park building permit applications.

The applicant is responsible for requesting City building permits for frontage (road) improvements and utility connections as well as the payment of all construction and service-related fees; however, an independent application, construction plans, and maintenance plan would need to be submitted to HCD as the responsible agency. No other approvals are needed through the City. Estimated plans and sales/lease information has not been provided to the State for their review. The City anticipates that the project will be completed during the planning period.

PARK CENTER APARTMENTS

The Housing Authority of the County of San Joaquin (HACSJ) has announced the development of Park Center Apartments, a permanent supportive housing project designed to provide affordable housing for individuals and families experiencing homelessness and mental illness. The project will consist of two buildings located at 709 N. Center Street.

The first building, a historic office building, will be redesigned and retrofitted to include 23 residential units and a manager's unit. The second building will be a new construction and will include 27 residential units. All 50 units will be affordable to individuals and families with incomes at or below 60% of the area median income. One unit will also be available at market value. The project will provide on-site supportive services to residents, including case management, mental health counseling, and substance abuse treatment. No existing residences are affected so no relocation plan is needed.

HACSJ has partnered with San Joaquin Behavioral Health Services (SJCBS) to develop the project. SJCBS will provide funding for the project through the Mental Health Services Act (MHSA). Park Center Apartments received site plan review and design review approval in February 2022. Construction of Park Center is expected to begin in early 2024 and be completed in late 2024.

SANCTUARY

Per the executed development agreement, the Sanctuary project will include new 5,758 homes, 483,984 square feet of offices, 208,272 square feet of retail, and approximately 100 hotel rooms as well as three lakes, a marina, a private river club, religious facilities, four schools, orchards, vineyards, a small winery, and extensive recreational open space. The entire Sanctuary property, which extends into the surrounding sloughs, totals 1,967 acres; however, the total land area is about 1,839 acres, including the adjacent levee, and only 1,728 acres of the total land are considered developable; the remaining 111 acres consist of the Levee Walk. Project construction will include improvements to the existing levees. During the planning period, the City anticipates that 5,758 new homes will be constructed. All 5,758 are counted toward the City's above-moderate RHNA.

Although a village in itself, the Sanctuary consists of four smaller villages, each featuring pedestrian-friendly tree-lined streets, small neighborhood greens, and convenient access to the Sanctuary's other land uses through an interconnected street system, sidewalks, and a public pathway system. These villages, known as the Village Center, the Marina Village, the Great Park Village and the Lake Village are central to the civic, social, and residential heart of the community. Residential uses will have various densities throughout the site, meeting the needs of a variety of residents. The Sanctuary plan includes traditional market rate, age restricted, gated communities, and mixed-use buildings and will include both for-sale and rental properties. The Sanctuary Master Development Plan includes a wide range of housing types, sizes, and arrangements, including garden apartments, condominiums, or flats (all with the option of being for sale or for rent).

Development of the Sanctuary site will likely consist of four phases expected to be implemented over a number of years according to the housing market. The infrastructure will be developed as required by the City of Stockton. Some infrastructure, such as backbone transportation improvements (bridges, etc.), will need to be complete prior to adjacent development. In order to proceed to the next phase, the prior phase must have completed at least 50 percent or more of the final mapping for that phase, and at least 50 percent or more

of the requisite off-site infrastructure shall be either in place or bonded for. The requisite infrastructure for the commercial and industrial land uses shall be built in equal proportions to the residential land uses developed.

The developer's civil engineering firm has prepared lotting studies, circulation exhibits, grading studies, and general civil engineering assessments. Plans are underway for levee design and permitting. Additional levee analysis and improvement are needed prior to off-site infrastructure (utilities, roads) work can begin. Future submittals for residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. While apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval before the recordation of the new condominium lots.

SONORA SQUARE APARTMENTS

The Sonora Square Apartments project is a partnership with San Joaquin Behavioral Health Services (SJCBS) and the HACSJ to provide 37 affordable, permanent supportive housing units for individuals who are experiencing homelessness, chronic homelessness, are at risk of chronic homelessness, and who are in need of mental health services. HACSJ and SJCBS were awarded Low-Income Housing Tax Credits, nearly \$2.1 million in noncompetitive No Place Like Home funds, \$4.6 million through the Mental Health Services Act, and \$456,000 in CDBG funds from the City of Stockton. The HACSJ is providing project-based, housing choice voucher rental assistance for all units, and SJCBS will provide supportive services to residents. The 37 one-bedroom units will be 600 square feet each. The ministerial design review of the project was approved. As of February 2023, construction was in process.

SWAIN CROSSING APARTMENTS

The Swain Crossing Apartments project includes four 3-story buildings and a total of 36 apartment units, 63 parking spaces, landscaping, and site improvements. The project is requesting an administrative exception for a reduction in the front-yard setback from 15 feet to a

minimum of 12 feet. As of January 2023, this project was in the process of design and site plan review and the administrative exception application.

Future submittals for residential uses include improvements plan for the grading and building permits for unit construction. No other approvals are needed from the City. Of the 36 homes, it is anticipated that 5 will be affordable to above moderate-income households, and 31 will be affordable to moderate-income households. The applicant could request a ministerial affordable housing agreement with the City to convert some of the market-rate units to affordable in the future to help secure funding.

TRA VIGNE

The Tra Vigne project is facilitated by a general plan amendment, annexation rezoning, and vesting tentative maps for the project's two subset areas of development, Tra Vigne East and Tra Vigne West. Of the 341.17 total acres comprising the approved project, 318.05 acres are available for residential development. The remaining acreage are reserved for detention basins. The project will include new residences, 101,500 square feet of commercial uses, up to 20.36 acres of nontraditional park area, and up to 15.07 acres of traditional park area. Additionally, the project would establish a 14.7-acre K-8 school site to be developed by the Lodi Unified School District. During the planning period, the City anticipates that 1,503 new homes will be constructed in both subdivision maps. On February 17, 2021, annexation was approved and the vesting tentative map became effective. As of February 2023, one map extension has been approved by the Planning Commission, and the project now has an expiration date of February 17, 2024. Two more can be granted per the City's municipal code.

The first stages of development would be in Tra Vigne West along the southwest portion of the project site along West Lane and then generally toward the east and north in up to 12 separate phases. Tra Vigne East is anticipated to be developed following Tra Vigne West, in up to four separate phases. The project applicants have stated to City staff that they will build single-family homes on large and small lots.

All 1,503 dwelling units are counted toward the City's above-moderate RHNA and are expected to be constructed during the planning period.

TRINITY PARKWAY APARTMENTS

The Trinity Parkway Apartments project includes 120 apartment units. As of January 2023, this project was in the process of design and site plan review, administrative determination, exceptions, and land development applications. Of the 120 homes, it is anticipated that 102 will be affordable to above-moderate income households, and 18 will be affordable to moderate income households.

UNIVERSITY PARK

Per the executed development agreement, the University Park project will be a mixed-use development that includes a long-term educational center and a mix of commercial and residential development on approximately 103 acres. Existing historic buildings in the area will be retained. During the planning period, the City anticipates that 359 new homes will be constructed, affordable to above-moderate income households. In 2022, the applicant completed the construction of the 63,000-square-foot, 50-bed Stockton Rehabilitation Hospital, a small middle school, and Stockton Rehab Hospital. There is no remaining barrier for development. Future submittals for residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. While apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval prior to the recordation of the new condominium lots.

WESTLAKE AT SPANOS PARK

Per the executed development agreement, the Westlake at Spanos Park project is facilitated by a development agreement for the Westlake at Spanos West Master Development Plan. The Westlake at Spanos Park project will be built on approximately 690 acres of land that include the existing Paradise Point Marina (Paradise Marina), which is leased to a third-party operator and will be modernized or updated at a later time in accordance with the Master Development Plan. Of the

original 690 acres, a remaining 347.08 acres are available for residential development. During the planning period, the City anticipates that 2,621 new detached single-family homes will be constructed.

The Westlake Vesting Tentative Subdivision Map was approved by the City of Stockton Planning Commission on October 14, 2004, and the City of Stockton Community Development Director on January 13, 2005. The Westlake Final Map was approved by the City Council on January 31, 2006. The subdivision agreement was entered into by the City and original owner, as subdivider, on January 31, 2006, and amended in 2006, 2010, and 2014. The original owner and Spanos obtained permits and approvals from governmental or quasi-governmental agencies that also have jurisdiction over the project, including the Army Corps of Engineers and the California Department of Fish and Wildlife. In 2006, following execution of the subdivision agreement, original owner sold a portion of the property, which was subsequently developed. In 2014, the majority of the remaining land within Westlake was transferred from original owner to Stockton Westlake Investment LLC, a California limited liability company. Additional portions of the areas identified on the Westlake Final Map were subsequently developed. Numerous transportation improvements, landscaping and underground utilities, sewer and stormwater infrastructure, a lake and recreation area have been installed, with additional work ongoing as of February 2023. Phasing continues with lots being sold incrementally to developers, developed, and sold to individual homeowners. Land is reserved for public schools and a fire station. As of May 2023, 347.08 of the 690 acres remained and are anticipated to develop within the planning period.

In some of these areas, grading has commenced and there are imminent plans for adding underground utilities and paving streets. Lennar Homes intends to commence home construction and sales of “Villages A, B and K” in 2023. Construction of Lake 3 is complete, and two 72-inch connection pipes have been installed that will be connected to the lake in Crystal Bay at a future date. Improvement plans for the spine roads in the active adult villages will be submitted to the City in 2023.

There is no remaining barrier for development. Future submittals for residential uses include ministerial design review for the residential units (master plan homes and apartments), improvements plan for the grading, and recordation of the final map. While apartment complexes are allowed by right and only require ministerial review, should the applicant request condominiums, a subdivision map would need approval prior to the recordation of the new condominium lots.

VACANT SITES

The sites inventory contains 594 properties totaling 540.22 acres. As shown in **Table HE-54**, the total capacity of the vacant sites is 8,227 units (lower income: 4,577, moderate income: 2,932, and above moderate income: 718). Anticipated units are based on the realistic capacity assumptions described earlier. **Table A-1** in **Appendix A** provides parcel-level data on the sites. Maps of the pipeline projects and vacant sites are provided in **Appendix A**.

LARGE SITES WITH LOWER-INCOME UNIT CAPACITY

- Site 9-12: This site is 23.96 acres (18.96 acres used to calculate the unit yield), with RH zoning, outside of downtown, with a realistic capacity of 455 lower-income units. Five acres were omitted from the unit calculation to account for the anticipated extension of March Lane east from Holman Road to connect with SR99. This large HDR parcel was part of a larger single-family residential subdivision referred to as Blossom Ranch. The Blossom Ranch project area including the HDR parcel was annexed into the City in 1990. The first subdivision map was created in 1996 and established the HDR parcel and single-family lots around it. There has been previous interest from developers in developing the HDR parcel.
- Site 12-34: This site is 50.02 total acres with RH zoning, outside of downtown with a realistic capacity of 626 lower-income units. In 2023, the City approved a Tentative Parcel Map to initiate the process of splitting the parcel into 4 parcels and rezoning 2 of the 4 parcels. The 50.02-acre parcel is in the

process of becoming: 7.12 acres with CG zoning, 10.00 acres with RH zoning, 12.16 acres with RH zoning and 20.74 acres with RL zoning. Only the portions with CG and RH zoning are used to calculate anticipated unit yield, with realistic capacity modifiers of 44.6% on the CG portion and 80% on the RH portions.

- Site 12-35: This site is 19.35 acres with CL zoning, outside of downtown with a realistic capacity of 259 lower-income units.
- Site 12-36: This site is 12.90 acres with CL zoning, outside of downtown with a realistic capacity of 172 lower-income units.

The City has a strong track record of large sites developing with housing. The sites 12-34, 12-35 and 12-36 are in South Stockton, west of Interstate-5 and north of French Camp Rd. Immediately west of site 12-36 and close to site 12-35 is a recently built subdivision called Cornerstone. This project doesn't include affordable units. The developer informed the City that they are looking for additional land to continue to build housing. Several pipeline projects have large parcels that are anticipated to develop which further substantiates the assumption that these large sites will develop. **Table HE-53: Representative Projects** lists three projects on sites larger than 10 acres. These three projects have an average built density of 86 percent of the allowed density for each site:

- Eight Mile House Apartments, 13.5 acres, 384 units; developed at 95 percent of allowed density in the RM zone. This project doesn't include affordable units.
- Morada Crossings (Palms at Morada), 10.17 acres, 216 units; developed at 71 percent of allowed density in the RH zone. This project doesn't include affordable units.
- Sierra Vista Phase I and Phase II, 13.4 acres, 215 units, 100% affordable; developed at 93 percent of allowed density in the RH zone.

The City has included **Program 10. Large Site Development** to facilitate the development of these sites.

GOVERNMENT-OWNED SITES AND SITES WITH LOT CONSOLIDATION POTENTIAL

The land inventory includes sites that are owned by the City and sites that are owned by Stockton Unified School District (SUSD) ("Government-Owned"). The City has included **Program 10. Large Site Development** to facilitate the development of these sites. Additionally, there are several groups of sites that have strong potential for lot consolidation; some of these groups are government-owned and some are privately owned. The City will promote infill development with a variety of strategies including assisting with brownfield remediation, flexible development standards, planned infrastructure improvements, and streamlining the permitting process. The City will also actively work with local property owners and developers to assist in the consolidation and assembly of small infill parcels by processing lot mergers ministerially and offering incentives. The City has included Housing Element **Programs 8 and 9** which set forth the incentives and strategies to develop and address these sites.

Table A-1 in Appendix A provides parcel-level data on the sites, including identification of the consolidated groups and ownership. Additional details about these sites are provided herein.

Upcoming 2023 City of Stockton RFI/SOQ

The City is currently drafting a Request for Information/Statement of Qualifications (RFI/SOQ). All properties in the RFI/SOQ will be subject to the Surplus Lands Act (SLA). The SLA mandates that no fewer than fifteen percent (15 percent) of the units be reserved as affordable for lower-income households (80 percent AMI). Furthermore, all properties in this upcoming RFI/SOQ share the same estimated timeline:

- RFI/SOQ Issued: Q4 2023
- Entitlements: June 2025
- Building Permits: December 2025
- Construction Complete: June 2027

The following 5 sets of parcels (8 total parcels) are included in the upcoming 2023 RFI/SOQ:

- Sites 4-96, 4-97, and 4-230, totaling 0.34 acres, with a realistic capacity of 3 lower-income units and 9 above moderate-income units. These parcels are contiguous and make up part of the "Lafayette and Stanislaus Properties." The City will not require that contiguous parcels be developed as one project. However, depending on the interest received and the scale of the project, the City will facilitate a merger or lot line adjustment. If no interest is received for these 3 parcels, then the City will consider a merger.
- Site 4-33: This site is 1.66 acres, with a realistic capacity of 17 lower-income units and 102 above moderate-income units. This is the other parcel associated with the "Lafayette and Stanislaus Properties" and is separated from the other three by an access drive. The collective "Lafayette and Stanislaus Properties" are integral to a draft Neighborhood Action Plan for the Little Manila / Gleason Park neighborhood, which is part of the Shape Stockton planning effort happening concurrent with the Housing Element Update.
- Sites 4-231 and 4-232: This site totals 0.52 acres, and a realistic total capacity of 1 lower-income unit and 5 above moderate-income units. These two contiguous parcels constitute the "Airport Way and Folsom Street Properties." Similar to the "Lafayette and Stanislaus Properties," the City does not mandate the development of these contiguous parcels as a single project. However, contingent upon the level of interest received and the project's scale, the City will facilitate a merger or lot line adjustment. In the absence of expressed interest for these two parcels, the City will contemplate a merger or lot line adjustment for the "Airport Way and Folsom Street Properties" as well.
- Site 3-74: This site is 0.4 acres, with a realistic total capacity of 1 lower-income unit and 1 above moderate-income unit. This parcel is referred to as the "Lafayette Street Property".
- Site 4-183: This site is 0.33 acres with a realistic capacity of 1 lower-income unit and 3 above moderate-income units. This parcel

is referred to as the "Airport Way and 8th Street Property".

Collectively, these sites have a realistic capacity of 23 lower-income units and 120 above moderate-income units for a total of 143 units. Other Government Owned Sites in this category include 21 parcels owned by SUSU, and 6 parcels owned by the City.

- Sites 1-1 through 1-17 and 1-39 through 1-42: This site consists of 21 parcels, totaling 3.7 acres. All parcels are owned by SUSU. The site is bounded by W Market Street to the north, S Lincoln Street to the west, W Washington Street to the south and S Madison Street to the east. All parcels are contiguous except where divided by S Van Buren and S Monroe Streets. As described in Program 9, the City is committed to continuing to coordinate with SDSU on development plans for these parcels. If a plan for housing development on these parcels is not underway by 2026, the City will determine whether additional sites for housing must be identified, and identify them accordingly, as needed.
- Sites 1-18 through 1-21: This site is known as South Pointe and consists of 4 parcels, totaling 9.1 acres. The City issued an RFP for this site on June 25, 2020. The RFP called for a total of 520 units, with no fewer than 15 percent of the total units reserved as affordable for lower-income households, since the site is subject to the SLA. The development will include market rate, workforce, independent senior living, and affordable units, up to 16,000 square feet of commercial retail space, up to 4,000 square feet of space dedicated to educational uses, and ancillary site improvements such as parking and landscape areas. The RBH Group was awarded an Exclusive Negotiating Rights Agreement for the site by City Council in December 2020, however, a Development and Disposition Agreement is still in development. The project has received a grant to assist with the necessary site remediation. The anticipated development is considered a permitted use in the CD zone. However, because the site is within the

Channel Area District Overlay, a use permit from the Planning Commission is required. Subsequent to approval by the Commission, a ministerial permit approval would be required for the review of building design and compliance with site development standards prior to project development. Future development would require a grading permit to remove contaminated soil, which would occur prior to construction. A lot merger for the parcels that make up the site may also be required to prevent construction across property lines. However, no lot merger is proposed at this time. As described in the RFP, the project will be completed in 2 phases. Since the anticipated completion date for phase 2 is beyond the duration of the 6th cycle, its units are not counted towards the City's RHNA in this inventory. The anticipated timeline is:

- o Phase 1: 300 units (45 lower-income and 255 above moderate-income)
 - Entitlements: October 2024
 - Building Permits: May 2025
 - Construction Complete: July 2027
- o Phase 2: 220 units (33 lower-income and 187 above moderate-income)
 - Entitlements: June 2031
 - Building Permits: January 2032
 - Construction Complete: March 2034
- Site 4-67: This site is 0.46 acres with a realistic total capacity of 18 above moderate-income units. This site is part of a larger area that was recently zoned for mixed-use. The City will assess the suitability of declaring this site surplus based on potential interest in developing the site with a mixed-use development. As stated in Program 9, If a plan for housing development on this parcel is not underway by 2026, with building permits issued by June 2029 the City will determine whether additional sites for housing must be identified, and identify them accordingly, as needed, including rezoning sites to address the RHNA if needed. The site is landlocked by the railroad and a privately owned parcel and will need remediation prior to development. If the City declares the site surplus, it will be subject to the SLA and will have the following estimated schedule:

- o RFI/SOQ Issued: Anticipated Q2 2025
- o Entitlements: June 2026
- o Building Permits: December 2026
- o Construction Complete: June 2028
- Site 4-210: This site is 2.73 acres with a realistic total capacity of 19 above moderate-income units. The City will assess the suitability of declaring this site surplus based on potential interest in developing the site with a residential development. As stated in Program 9, If a plan for housing development on this parcel is not underway by 2026, with building permits issued by June 2029 the City will determine whether additional sites for housing must be identified, and identify them accordingly, as needed, including rezoning sites to address the RHNA if needed. It is adjacent to a drainage area from a developed subdivision and contiguous with 2 vacant sites in the inventory under private ownership (4-158 and 4-159). If the City declares the site surplus, it will be subject to the SLA and will have the following estimated schedule:
 - o RFI/SOQ Issued: Anticipated Q2 2025
 - o Entitlements: June 2026
 - o Building Permits: December 2026
 - o Construction Complete: June 2028

Privately-Owned Sites with Lot Consolidation Potential

Lastly, privately owned sites with potential for lot consolidation are detailed herein. As described above, **Programs 7 and 8** set forth the incentives and strategies to develop and address these sites.

- Sites 4-15 through 4-26: These sites are composed of 12 parcels, totaling 1.61 acres, with a realistic capacity of 60 moderate-income units. This site area forms an entire block and is outlined by W. Lafayette Street, S. Center Street, W. Sonora Street, and S. Commerce Street consisting of 12 vacant parcels. Eight of these parcels are under common ownership, while the remaining 4 are owned by 4 individual owners. The collectively owned parcels share some adjacencies, with the others interspersed,

forming a patchwork. While the entire block is included and totals 1.61 acres, each parcel is smaller than a half-acre. The anticipated units are counted towards the moderate-income RHNA. Each site can develop independently, possessing street frontage.

- Sites 4-27 through 4-30: This site is 4 parcels, totaling 0.94 acres, with a realistic capacity of 11 low-income units. However, no units are counted towards the City's RHNA on these parcels. These 4 contiguous parcels are under common ownership. Formerly the 4 parcels were owned by 2 entities (each owned 2 of the parcels) and as of recently the same owner owns all 4, indicating the owner is interested in developing the 4 parcels together. The sites are vacant except for a very small area of remnant concrete from a former use. The concrete is severely broken and full of weeds. There are no active uses on the sites.
- Sites 3-1 through 3-3: This site is 3 parcels, totaling 6.4 acres, with a realistic capacity of 84 low-income units. However, no units are counted towards the City's RHNA on these parcels. These are contiguous vacant parcels and under common ownership.
- Sites 3-4 and 3-5: This site is two parcels totaling 0.41 acres, with a realistic capacity of 16 moderate-income units. The 2 parcels are under common ownership and adjacent to each other.
- Sites 4-1 through 4-14: This site is 14 parcels, totaling 2.01 acres, with a realistic capacity of 74 low-income units. However, no units are counted towards the City's RHNA on these parcels. This site consists of an entire block bounded by W. Sonora Street, S. Lincoln Street, W. Church Street, and S. Harrison Street. All parcels are owned by St. Mary's Community Services. This organization provides various community services, including hot meals, a day center, health services, emergency shelter, and housing services. As of April 2024, an emergency shelter project was entitled on this site.

ACCESSORY DWELLING UNIT POTENTIAL

California Government Code Section 65583.1(a) states that a town, city, or county may identify sites for ADUs based on: the number of ADUs developed in the prior housing element planning period, the need for ADUs in the community, the resources or incentives available for their development, and any other relevant factors. Based on recent changes in state law reducing the time to review and approve ADU applications, requiring ADUs that meet requirements to be allowed by right, eliminating discretionary review for most ADUs, and removing other restrictions on ADUs, it is anticipated that the production of ADUs will increase in the 6th-cycle housing element planning period.

The City issued building permits for 4 ADUs in 2018, 4 in 2019, 16 in 2020, 29 in 2021 and 60 in 2022, showing a growth pattern over the last five years. This analysis assumes that the number of ADU applications and permits will average 22.60 ADUs per year, for a total of 180 ADUs during the planning period. Data from 2023 supports these assumptions. The City permitted 10 ADUs between July 23, 2023, and October 16, 2023.

While Stockton is not in the ABAG region, ABAG's 2021 regional analysis of existing ADU rents is a useful starting point for affordability assumptions because there is not the same type of study from the San Joaquin region. The ABAG analysis resulted in affordability assumptions that allocate 30 percent of ADUs to very low-income households, 30 percent to low-income households, 30 percent to moderate-income households, and 10 percent to above-moderate-income households. Next, the following local affordability analysis was considered:

- Based on the 2022 AMI for San Joaquin County:
 - o A low-income household of three could afford a monthly rent of \$1,490.
 - o A low-income household of two could afford a monthly rent of \$1,325.
 - o A low-income household of one could afford a monthly rent of \$1,159.

- Based on a survey of listings for rentals in Stockton on Zillow.com in October 2022, the average monthly rents were \$1,183 for a studio, \$1,338 for a 1-bedroom, and \$1,615 for a two-bedroom.

A slightly more conservative approach is taken here than in ABAG. Instead of assuming that 30 percent of the ADUs will be affordable to very low-income households and 30 percent will be affordable to low-income households, as shown in **Table HE-54**, Stockton is counting 60 percent of its anticipated ADUs in the low-income category. This is supported by the local affordability analysis above. The remaining 40 percent are allocated as 30 percent to the moderate-income category and 10 to the above moderate-income category, which is identical to ABAG's approach.

As shown in **Table HE-54**, of the 180 ADUs projected to be built, it is estimated that 108 will be for low-income households, 54 will be for moderate-income households, and 18 for above-moderate-income households.

HAZARDS AND OTHER POTENTIAL SITE CONSTRAINTS

The safety element addresses the topic of public health and safety following state requirements in Section 65302(g) of the California Government Code. State law requires that the safety element contain background information and goals and policies to address multiple natural hazards, analyze the vulnerabilities from climate change, contain policies to improve climate change resilience, and assess residential areas with evacuation constraints. The Housing Element sites inventory was screened for several hazards. The potential presence of these natural hazards is identified herein. The presence of any hazard does not automatically preclude development. Refer to the Safety Element for mitigation measures. Other than those conditions described herein, there are no other known environmental constraints or conditions within the City that could preclude development on identified sites within the planning period, including hazards, airport compatibility and related land use controls, shape, contamination, easements or overlays.

CONTAMINATION

Based on the CalEPA Cortese List Data Resources site, three contaminated sites with open cases are located in Stockton. These sites are not identified in the Housing Element as potential residential development sites, and they do not pose a constraint for the housing sites. Stockton has no sites with cease-and-desist orders or cleanup and abatement orders from the California Water Board. When site remediation is needed, the City coordinates with owners to facilitate remediation and development.

AIRPORT COMPATIBILITY

Aircraft operations (-AIR) overlay district, Stockton Municipal Code Chapter 16.28.030 provides height limits for structures in the vicinity of the Stockton Metropolitan Airport. This zone does not limit development of anticipated units on the sites in the Housing Element sites inventory.

LIQUEFACTION

Liquefaction is a phenomenon in which the strength and stiffness of a soil is reduced by earthquake shaking or other rapid loading. It is loose, water-saturated sediments that lose durability and fail during strong ground shaking. No sites in the inventory are at risk for liquefaction.

LANDSLIDE SUSCEPTIBILITY

Landslides are the movement of a mass of rock, debris, or earth down a slope and are induced by strong earthquakes or heavy rain. The California Geological Survey Map relies on regional estimates of rock strength and steepness of slopes since weak rocks and steep slopes are most likely to generate landslides. The California Geological Survey classifies susceptibility on a scale from 0 to 10, low to high. No sites in the inventory are at risk for landslides.

FIRE HAZARD SEVERITY

The California Department of Forestry and Fire Protection assess fire hazard severity based on fuel loading (vegetation), fire weather (winds, temperatures, humidity levels, and fuel moisture contents), and

topography (degree of slope). No sites in the inventory are at risk for wildfire.

FLOODING

Flooding is the rising and overflowing of a body of water onto normally dry land. Floodplains are any land area subject to inundation by floodwaters of any source. As described in the City's Safety Element, historically, floods are one of the most frequent natural hazards impacting communities in San Joaquin County, including Stockton and can be very dangerous. As such, the Safety Element describes the range of mitigation measures and responses to flooding risk that the City continues to implement. A majority of the flood risk within Stockton is specifically subject to inundation as a result of heavy rainfall and resulting stream and drainage canal overflows.

The map used to screen the sites for flood hazards is the Best Available Map (BAM) developed by the Department of Water Resources (DWR). It displays potential exposure to flooding for three different storm events: one with storm flows that have a 1- percent chance of being equaled or exceeded in any year (100-year), one with storm flows that have a 0.5- percent chance of being equaled or exceeded in any year (200-year), and one with storms flows that have a 0.2-percent chance of being equaled or exceeded in any year (500-year).

According to the BAM, no sites were identified to be in a DWR 100-year Flood Zone; however, of the 614 properties in the inventory, the following was identified:

- 64 properties are in a Federal Emergency Management Agency (FEMA) 100-year Flood Zone
- 34 properties are in a U.S. Army Corps of Engineers (USACE) 200-year Flood Zone
- 542 properties are in a FEMA 500-year Flood Zone
- 537 properties are in a California Division of Safety of Dams (DSOD) Dam Inundation Area

See **Table A-1** in **Appendix A** for the affected parcels. Similar conditions have not precluded the development of other similar sites with residential units

ADEQUACY OF PUBLIC FACILITIES AND INFRASTRUCTURE

State law requires local governments to provide a copy of the adopted housing element to all water and sewer providers. In addition, water and sewer providers must grant priority for service allocations to developments that include units affordable to lower-income households. The City of Stockton will comply with SB 1087, as described in **Program 13. Priority Sewer and Water Service for Affordable Housing**.

This section addresses the adequacy of public facilities, services, and infrastructure to accommodate planned residential growth through the end of the Housing Element planning period. The following information regarding the adequacy of public facilities and infrastructure is based largely on information from the 2020 City of Stockton Municipal Service Review (MSR) and 2040 General Plan Environmental Impact Report (EIR).

WATER

Water systems in the Stockton Metropolitan Area use a combination of treated surface water provided by the Stockton East Water District and pumped groundwater to supply water in the city. Stockton water purveyors include the City of Stockton Municipal Utilities Department, California Water Service Company, and San Joaquin County Maintenance Districts.

Stockton has met and expects to be able to continue to meet annual water demands in the city during differing hydrologic periods with surface water, groundwater, water conservation, and other potential water supplies, such as nonpotable supplies from local communities, raw surface water from local irrigation districts, and water from active groundwater storage projects. The City's 2035 General Plan commits the City to maintaining existing facilities and developing new water treatment and delivery facilities. The General Plan includes policies that ensure and require that adequate water supplies and facilities are located and maintained throughout the urbanized areas of the city to meet future growth. In addition, any costs associated with new facilities and/or upgrades to existing facilities will be

offset through the increased revenue and fees generated by future development. The City will review future projects on an individual basis and will require compliance with City requirements (e.g., impact fees) in effect at the time building permits are issued.

SEWER

The City's wastewater collection and treatment facilities consist of the Stockton Regional Wastewater Control Facility (RWCF) and the City of Stockton Wastewater Collection System Facilities. The RWCF provides primary, secondary, and tertiary treatment of municipal wastewater from throughout the city. According to the City's 2020 Municipal Service Review, the RWCF has a permitted dry weather flow capacity of 55 million gallons per day.

The City's sanitary sewer collection system is divided into 10 designated subareas or "systems". Pump stations are located throughout the city and are integral to the wastewater collection system. Most of the pump stations discharge to pressure sewers that convey flow under pressure either directly to the RWCF or to a downstream gravity sewer.

The Stockton Wastewater Control Facility provides primary, secondary, and tertiary treatment of municipal wastewater from throughout the city. The RWCF is north of SR-4 on both sides of the San Joaquin River. The Main Plant located on the east side of the river provides screening, grit removal, raw sewage pumping, primary sedimentation with chemical addition, secondary treatment with aeration basins, secondary clarification, and secondary effluent pumping. The Tertiary Plant includes dual-media tertiary filtration to meet Title 22 requirements, disinfection by chlorination using a chlorine contact channel, and dichlorination before discharging to the San Joaquin River.

The current treatment facilities will remain in service until the tertiary treatment facilities including the outfall structure are relocated to the Main Plant located on the east side of the river. Compliance date with the current NPDES permit is June 1, 2024. Phasing and timing of additional facilities to accommodate additional growth are discussed in the 2022 Capital Improvement and Energy Management Plan.

INFRASTRUCTURE FINANCING

The City of Stockton 2040 General Plan requires new development to pay its fair share of the costs of public facilities and utilities needed to support additional growth. Stockton receives funds for the provision of public services through State sources, development fees, property taxes, and connection and usage fees. The City reviews its fee structures on an annual basis to ensure that they provide adequate funding to cover the provision of City services. The City's standard condition of development requires preparation of a capital improvement program for specific plans and master plans. The City charges public utility fees per dwelling unit for residential uses. Because the City and other service agencies have adequate fee structures and planning processes, described above, to ensure that the fees remain sufficient to cover costs of required services, no financial constraints to service provision have been identified. The City's policy ensures it will continue its efforts to maintain funding of existing and future public facilities and services.

The City has also received funding for capital improvement projects from the Community Development Block Grant (CDBG) program. The City receives subventions from the State of California, such as gas tax revenues, which are used for infrastructure projects, and has also benefited from one-time special allocations from the State for law enforcement and parks capital improvement projects. The City has also been successful in applying for a variety of infrastructure related grants.

The 2020 City of Stockton MSR found the water and sewer capacity adequate to meet current and future demands within the city limits. The City has adequate water and sewer capacity to serve the sites used to meet the City's RHNA. Future development outside the existing city limits within the sphere of influence boundary will require the development of new facilities. To adequately meet future demands, new residential developments are required to pay for the major capital improvements to water and sewer infrastructure needed to serve future residents.

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EXISTING HOUSING PROGRAMS AND FINANCIAL RESOURCES

5

INTRODUCTION

This section provides information on local housing programs as well as local, State, and federal financial resources that are available to support the City of Stockton's housing programs. Because of the high cost of new construction, more than one source of public funds is often required to construct an affordable housing development. The City of Stockton partners with the private sector to develop new units with the assistance of these various funding sources. The City also uses funds to support housing rehabilitation and preservation of the city's older neighborhoods, assist first-time homebuyers, and provide various other housing services to lower-income households.

LOCAL HOUSING PROGRAMS

CITY OF STOCKTON

The Housing Division of the City of Stockton Economic Development Department works closely with other agencies to facilitate the production and preservation of affordable housing, assist in the development of suitable living environments, and expand economic

opportunities to low-income families by providing them with financial assistance loans.

Single Family Housing Repair Loan Program

The Single-Family Housing Repair Loan program provides financial assistance to low-income homeowners for home repairs. Funding for the loan program comes from CDBG, HOME, and CalHome. The program aims to bring local housing into compliance with California Building Code standards and improve accessibility for homeowners. The program guidelines are:

- **Eligibility:** Low-income (80 percent AMI or lower), within city limits, owner-occupied single-family or two units on one lot with one of the units occupied by the eligible owner.
- **Loan Term:** 30 years, deferred.
- **Loan Interest Rate:** 1 percent simple interest.
- **Other:** The owner's debt ratio may not exceed 55 percent; the property loan-to-value ratio (after repair) may not surpass 105 percent.

Emergency Housing Repair Program

The Emergency Housing Repair Program provides up to \$30,000 in one-time funding for the correction of code violations from the City, fire marshal, or health officers to low-income property owners. Funds are available on a case-by-case basis from CalHome and CDBG funds. The following are the program guidelines:

- **Eligibility:** Low-income (80 percent AMI), owner-occupied, property within city limits.
- **Loan Term:** 30 years; loan forgiven after 7 years if the borrower does not sell or transfer ownership; for senior households (60 years and over) the loan is forgivable.
- **Loan Interest Rate:** Zero percent, deferred.
- **Other:** Property loan-to-value ratio (after repair) may not surpass 105 percent.

Down Payment Assistance Program

The Down Payment Assistance Program uses funds from NSP, CalHome, and HOME. The goal is to increase the homeownership rate by helping to lessen the burden of a down payment and closing costs for low-income residents. The program lends up to \$10,000 in assistance (or 5 percent of the purchase price plus the closing costs) to purchase of the home, plus accessibility repairs to residences for handicapped persons. The funds are loaned for 30 years with a simple interest rate of 3 percent for the first 15 years and zero interest for remaining 15 years.

- **Eligibility:** Low-income (80 percent AMI), first-time homebuyers, must reside or be employed in the city for 12 months before applying.
- **Loan Term:** 30 years; deferred; amount of up to \$10,000 or 5 percent of purchase price, plus closing costs.
- **Loan Interest Rate:** 3 percent for first 15 years and zero percent for remaining 15 years; at end of 30-year period owe entire amount of loan and a "balloon payment" of 5 percent of the home's net appreciation.
- **Other:** Borrowers are required to attend a home-buyer class from a City-approved provider.

Multifamily Projects

The City provides funds for acquisition and predevelopment costs and for the cost of building or renovating multifamily units. Funding comes from HOME and CDBG. The following are the program guidelines:

- **Eligibility:** Funds are awarded through NOFA process and are project specific.
- **Loan Term:** Variable based on project.
- **Loan Interest Rate:** Variable based on project.

Fee Waivers and Reductions

Residential fee waivers/reductions are via the Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program and Stockton Economic Stimulus Plan (SESP).

Stockton Economic Stimulus Plan

The SESP program provides a Public Facility Fees (PFF) fee reduction for qualifying single-family residential, multifamily residential, commercial, and industrial projects in Stockton.

PFF reduction amounts to the categories above are as follows:

- Up to a total of \$19,997 or 100 percent (whichever is less) for single-family residential.
- \$14,080 per unit for multifamily residential.
- 50 percent reduction for commercial and industrial.

Fee reductions are applied to the following PFF fee categories:

PFF CATEGORY	RESIDENTIAL	COMMERCIAL/ INDUSTRIAL
City Office Space	✓	✓
Libraries	✓	✓
Fire Stations	✓	✓
Parkland	✓	
Community	✓	✓
Recreation Centers	✓	✓
Police Stations	✓	✓
Street Improvements	✓	✓

The fee reduction applies to single-family residential, multifamily residential, and nonresidential (commercial/industrial) permits issued citywide for builders/developers who comply with the terms of the program.

To participate in the single-family residential component of SESP, a developer must comply with the local hire and disadvantaged individual requirements. Only units within the existing city limits are eligible to meet the local hire requirement of the program. The commercial/industrial component, formerly the Public Facilities Fee Reduction Program (established in 2010), was folded into the SESP program in 2015; reporting of local hiring is not a requirement.

Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program

A related program the Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program, provides a waiver for certain PFFs for all new residential development within the Greater Downtown Stockton area.

Downtown Infill Infrastructure Program

The Downtown Infill Infrastructure Program provides a financial incentive to eligible parties interested in developing new market-rate residential, commercial, or mixed-use projects in downtown Stockton. In Stockton's downtown area, aging infrastructure, such as sewer and water lines, and the rehabilitation of older structures can significantly increase project costs and serve as barriers to infill development.

Under the Downtown Infill Infrastructure Program, eligible development projects may receive a reimbursement for certain public infrastructure improvements. Examples of eligible public infrastructure improvements include sewer and water; storm drain; street improvements, including crosswalks, bike lanes, striping, and medians; traffic signals; streetlights; and landscaping.

To qualify for the program, the developer must meet these criteria:

1. Develop a minimum of 35 new market-rate residential units and/or develop a minimum of

30,000 square feet of new or newly renovated retail or commercial space.

2. Be within the program boundary, which includes Center Street to the west, Park Street to the north, ACE Rail/Union Pacific Railroad to the east, and Washington Street to the south.
3. Make a capital investment of at least \$500,000.
4. Eligible public infrastructure improvements must equal \$100,000 or more.

Applicants must submit a request for funding to the Economic Development Department for review and consideration. If deemed eligible under the program guidelines, a Reimbursement Agreement requiring Council approval will be executed between the City and applicant. The City will reimburse the applicant within six months of completion of the public improvements in the reimbursement agreement, up to \$900,000 annually. The program was approved by Council on July 7, 2015, and is scheduled to sunset in July 2025.

Neighborhood Services: Code Enforcement

The Neighborhood Services Section of the Stockton Police Department enforces codes, laws, and regulations for the abatement of substandard housing conditions and zoning violations; blight issues; and the abatement of abandoned, dismantled, or inoperative vehicles.

Since 2004, code enforcement has become a more important facet of the City's operations. Many of the problems the City faced in the past have become more manageable because of public awareness and understanding of what can be done to fix the problems. Additional resources and programs have also been made available to aid rehabilitation and renovation.

Stockton Code Enforcement operates primarily on a complaint basis. Once a code enforcement officer (CEO) verifies a complaint, a Violation Warning Notice is prepared and posted on the property and sent in the mail to the occupant and property owner (if different). The Violation Warning Notice notes the violations found and gives a deadline for correcting the violations. If the occupant/owner does not comply, various administrative tools are available, including fees, fines, abatement, and civil penalties. The CEOs make every

effort to work with property owners and tenants and assist whenever possible. The response to the City's approach and case processing procedures has been positive. Approximately 30 percent of cases are closed after the first Violation Warning Notice, and the number of administrative fines has declined in the past few years.

The most common housing violations are deferred maintenance issues like plumbing leaks, worn/deteriorated materials, and lack of weather protection. Others include structural problems, raw sewage, exposed wiring, and other exterior housing problems. The majority of housing cases usually take a minimum of 45 days to resolve, depending on the amount and severity of the violations. The potential contributors to code violations include the volume of rental housing and the structural age of many buildings in the city. The majority of the violations involve multifamily dwellings. Rental property owners, especially those not in the area, find it difficult to maintain their properties and monitor their tenants on a regular basis. In the downtown and midtown areas, many of the buildings are among the first built when Stockton became a city in 1851. Although they have been maintained to some extent, many have serious structural problems that are difficult and costly to fix.

FORMER STOCKTON REDEVELOPMENT AGENCY

California law eliminated redevelopment agencies throughout the state in February 2012. The law, Assembly Bill X1 26, required the establishment of successor agencies to take over the remaining vestiges of redevelopment. Additionally, in June 2012 Governor Brown signed Assembly Bill 1484 (AB 1484). One of the key components of AB 1484 was the requirement that all successor agencies develop a long-range property management plan that governs the disposition and use of former nonhousing redevelopment agency properties. In August 2011 the City of Stockton passed a resolution stating it would serve as the successor agency to the Stockton Redevelopment Agency and the City would assume the redevelopment agency's housing functions. In April 2012 the City established the

Stockton Successor Agency Oversight Board to direct and approve functions of the successor agency. As the successor agency, the City oversees bond proceeds of the former redevelopment agency.

HOUSING AUTHORITY OF SAN JOAQUIN COUNTY

The Housing Authority of San Joaquin County has several programs to assist low- and moderate-income households with housing costs, including the Housing Choice Vouchers Program, public housing, and migrant farmworker housing. The Public Housing Program provides rental assistance at four main sites (two in Stockton, one in Tracy, and one in Thornton). Through the Migrant Program the Housing Authority manages two migrant farm labor housing developments in unincorporated areas of the county. In addition, the San Joaquin Housing Authority provides the Family Self-Sufficiency Program, supportive services centers, and the Resident Construction Program.

Housing Choice Vouchers Program

The San Joaquin Housing Authority manages the Housing Choice Vouchers Program (Section 8) for all of San Joaquin County. The program offers a voucher that pays the difference between the current fair market rent and what a tenant can afford to pay (e.g., 30 percent of their income). The voucher allows a tenant to choose housing that may cost above the payment standard, but the tenant must pay the extra cost. As of 2022, 3,639 households in Stockton received rental assistance through the Housing Choice Vouchers Program.

Public Housing

The San Joaquin Housing Authority provides public housing at the four main locations shown in **Table HE-54**. Two of the housing developments are in Stockton—Conway Homes and Sierra Vista Homes. Both developments provide single-family homes at rents affordable to low-income households. In addition, the Authority owns and manages four market-rate properties: West Park Street Apartments, Washington Avenue Apartments, Mourfield Avenue Apartments, and Claremont Manor Apartments.

Table HE-54: San Joaquin Housing Authority Public Housing
San Joaquin County, 2023

NAME OF DEVELOPMENT	ADDRESS	DESCRIPTION
Conway Homes	741 S. Flint Avenue Stockton, CA.	436 single- family dwelling units ranging from 1 to 5 bedrooms
Sierra Vista Homes	2436 S. Bellevue Street Stockton, CA	391 single- family dwelling units ranging from 1 to 5 bedroom units
Tracy Homes	340 W. Fourth Street Tracy, CA	195 single- family dwelling units ranging from 1 to 5 bedrooms
Mokelumne Manor	26188 N. Manor Drive Thornton, CA	50 single-story duplexes ranging from 1 to 4 bedrooms, each equipped with a private backyard

Source: San Joaquin Housing Authority, October 2022.

Federal and State Funding

Table HE-55 lists federal and state funding sources that the City could apply for by itself or with partners.

Table HE-55: Financial Resources for Housing Activities

PROGRAM NAME	DESCRIPTION	ELIGIBLE ACTIVITIES
Federal Programs		
Community Development Block Grant (CDBG)	Grants available to the County on a competitive basis for a variety of housing and community development activities. County competes for funds through the State's application process.	- Acquisition - Rehabilitation - Home Buyer Assistance - Economic Development - Homeless Assistance - Public Services
Housing Choice Voucher Program (Section 8)	Assistance program that provides direct funding for rental subsidies for very low-income families.	- Rental Assistance
Home Investment Partnership Program (HOME)	Grants available to the County on a competitive basis for a variety of housing activities. County competes for funds through the State's application process.	- Home Buyer Assistance - Rehabilitation - New Construction - Rental Assistance
Section 202	Grants to private nonprofit developers of supportive housing for very low-income seniors.	- New Construction
Housing Rehabilitation Program	Provides financial assistance to low-income homeowners for health and safety improvements.	- Rehabilitation
Emergency Shelter Grants	Competitive grants to help local governments and nonprofits finance emergency shelters, transitional housing, and other supportive services.	- New Construction - Rehabilitation - Homeless Assistance - Public Services
Continuum of Care/Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH)	Funding through the HEARTH Act of 2009 to provide necessary resources for development of programs to assist homeless individuals and families.	- Homeless Assistance - New Construction
Housing Opportunities for Persons with AIDS (HOPWA)	The HOPWA program provides housing assistance and supportive services for low-income people with HIV/AIDS and their families.	- Rental Assistance
State Programs		
Local Housing Trust Fund Matching Grant Program	Provides matching grants to local housing trust funds that are funded on an ongoing basis from private contributions or public sources that are not otherwise restricted in use for housing programs.	- New Construction - Homebuyer Assistance

PROGRAM NAME	DESCRIPTION	ELIGIBLE ACTIVITIES
Single-Family Housing Bond Program (Mortgage Revenue Bonds)	Bonds issued to local lenders and developers so that below-market interest rate loans can be issued to first-time homebuyers.	- Homebuyer Assistance
Mortgage Credit Certificates (MCC)	Provides qualified first-time homebuyers with a federal income tax credit that reduces the borrower's federal tax liability, providing additional income, which can be used for mortgage payments.	- Homebuyer Assistance
Prop 63 Mental Health Services Act Funds	Funding for capital improvements and operating subsidies for supportive housing for formerly homeless or at-risk individuals with mental disabilities.	- Special-Needs Programs - New Construction
CalHome Program	Grants awarded to jurisdictions for owner-occupied housing rehabilitation and first-time homebuyer assistance.	- Homebuyer Assistance - Rehabilitation
Low-Income Housing Tax Credit (LIHTC)	A 4 percent annual tax credit that helps owners of rental units develop affordable housing.	- Construction of Housing
Affordable Housing Partnership Program (AHPP)	Provides lower-interest-rate California Housing Finance Agency (CHFA) loans to homebuyers who receive local secondary financing.	- Homebuyer Assistance
Permanent Local Housing Allocation (PLHA)	PLHA provides a permanent source of funding for all local governments in California to help cities and counties implement plans to increase the affordable housing stock. The two types of assistance are: formula grants to entitlement and nonentitlement jurisdictions, and competitive grants to nonentitlement jurisdictions.	- Predevelopment - Development - Acquisition - Rehabilitation - Preservation - Matching Funds - Homelessness Assistance - Accessibility Modifications - Homeownership Assistance - Fiscal Incentives
Local Early Action Planning (LEAP) Grants	The LEAP grants provide over-the-counter grants complemented with technical assistance to local governments for the preparation and adoption of planning documents and for process improvements that accelerate housing production. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.	- Housing Element Updates - Updates to Zoning, Plans, or Procedures to Increase or Accelerate Housing Production - Preapproved Architectural and Site Plans - Establishing State-Defined Pro-housing Policies - See Complete List in Program Materials
Senate Bill 2 Technical Assistance Grants	Financial and technical assistance to local governments to update planning documents and the development code to streamline housing production, including, but not limited to, general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs.	- Technical Assistance - Planning Document Updates
Housing and Disability Advocacy Program (HDAP)	Services to assist disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.	- Rental Assistance

PROGRAM NAME	DESCRIPTION	ELIGIBLE ACTIVITIES
No Place Like Home	Loans to counties or developers in counties for permanent supportive housing for those with mental illness who are homeless or at risk of homelessness.	- New Construction
Homeless Emergency Aid Program (HEAP)	A block grant program designed to provide direct assistance to cities, counties, and continuums of care to address the homelessness crisis throughout California.	- Identified Homelessness Needs - Capital Improvements Related to Homelessness - Rental Assistance
California Emergency Solutions and Housing (CESH)	Provides funds for activities to assist persons experiencing or at risk of homelessness. Program funds are granted in the form of five-year grants to eligible applicants.	- Homelessness Service System Administration - New Construction - Rental Assistance

PRIVATE FUNDING

The Community Reinvestment Act of 1977 directs the Department of the Treasury, the Federal Reserve System, the Federal Deposit Insurance Corporation, and the Federal Home Loan Bank Board to encourage and assist the institutions they regulate to meet the credit needs of their communities. These agencies must assess the records of their member institutions when evaluating applications for a charter or other regulated transactions. As a result of this Act, many major financial institutions have elected to actively participate in funding low- and moderate-income housing developments developed by nonprofit corporations.

The Federal Home Loan Bank provides direct project financing through its member institutions as part of its Affordable Housing Program. The Savings Associations Mortgage Company, which is an organization of savings institutions, also provides financing for affordable housing developments. The California Community Reinvestment Corporation was formed to pool the resources of the state's banks to assist in financing affordable housing. Finally, the Federal National Mortgage Association (Fannie Mae) provides permanent financing for affordable housing development by purchasing or securitizing the lender-originated first mortgages on mutually agreeable terms.

ENERGY CONSERVATION OPPORTUNITIES

State housing element law requires an analysis of the opportunities for energy conservation in residential development. Energy efficiency has direct application to affordable housing because the more money spent on energy, the less available for rent or mortgage payments. High energy costs have particularly detrimental effects on low-income households that do not have enough income or cash reserves to absorb cost increases and many times must choose between basic needs such as shelter, food, and energy.

LOCAL ENERGY PROGRAMS

The City of Stockton provides a number of programs to encourage energy efficiency.

- **Property Assessed Clean Energy (PACE) Programs.** The City of Stockton provides a variety of programs for property owners to finance infrastructure improvements for renewable energy technology purchase and installation, energy and water efficiency improvements, and electric vehicle charging.
- **The Green-Up Stockton Ordinance.** The Stockton City Council adopted the Green-Up Stockton Ordinance (Ordinance 005-11 C.S.) in March 2011 to encourage voluntary residential energy efficiency assessments and retrofits for existing dwelling units. The goal of the ordinance is to provide energy retrofits to 8,500 homes, nearly 10 percent of Stockton's housing stock, and reduce energy consumption and greenhouse gas emissions by 25 percent for the retrofitted dwelling units.
- **Stockton Rising.** Stockton Rising is a City-led program aiming to improve the environment and climate resilience of neighborhoods most impacted by climate change. The City, along with 11 partners, is implementing projects that will directly benefit residents in South Stockton. Stockton Rising is supported by the California Strategic Growth Council's Transformative Climate Communities Program with funds from California Climate Investments' Cap-and-Trade Dollars at Work. Stockton Rising offers several no-cost programs for residents in the Transformative Climate Communities Project Area. These programs include solar installation and energy- and water-efficiency upgrades, as well as a tree planting program.

NEW RESIDENTIAL ENERGY STANDARDS

All new buildings in California must meet the standards in Title 24, Part 6, of the California Code of Regulations (Building Energy Efficiency Standards for Residential and Nonresidential Buildings). These regulations respond to California's energy crisis and the need to reduce energy bills, increase energy delivery system reliability, and contribute to an improved economic condition for the state. They were established in 1978 and most recently updated in 2021. Through the building permit process,

local governments enforce energy efficiency requirements. All new construction must comply with the standards in effect on the date a building-permit application is submitted. The City of Stockton's Building Department enforces Title 24 standards through its building permit process.

In addition to Title 24 requirements, the City's housing rehabilitation programs include requirements for the installation of water- and energy-efficient improvements, and the Housing Division supports low- and moderate-income residents with implementation of green building practices.

SUBDIVISION DESIGN FOR HEATING OR COOLING OPPORTUNITIES

Section 66473.1 of the State Subdivision Map Act requires that the "design of a subdivision for which a tentative map is required shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision." Although this section does not contain any precise standards, the State Attorney General has opined that "a tentative map of a subdivision must be disproved if it fails to meet the design requirement of Government Code Section 66473.1."

In accordance with the provisions of the California Subdivision Map Act, Section 16.72.250 of Stockton's Municipal Code states that the City may require a subdivider to "provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivisions, in compliance with Map Act Section 66473.1, including orientation of a structure for southern exposure, shade, or prevailing winds."

WEATHERIZATION ACTIVITIES

Pacific Gas and Electric (PG&E) provides natural gas and electric services for the city of Stockton. PG&E offer a variety of programs to increase energy conservation and reduce monthly energy costs for lower-income households. The following programs, offered by PG&E, are aimed at increasing energy efficiency and are available to PG&E customers in Stockton.

- **Multifamily Energy Savings Program.** The Multifamily Energy Savings Program offers energy-saving opportunities, including no-cost energy assessment and project consulting and rebates for energy-saving upgrades. Eligible properties include attached residences with five or more units.
- **Energy Savings Assistance Program.** The Energy Savings Assistance Program provides energy-savings improvements to qualified low-income households at no charge. The energy-savings improvements increase energy efficiency of a home to decrease energy bills.

San Joaquin County Human Services Agency offers a weatherization program that provides energy-saving measures and repairs to homes, apartments, and mobile homes. These dwellings qualify for weatherization measures if the household income does not exceed a limit determined by the U.S. Department of Health and Human Services. Some of the energy-saving measures available include repair or replacement of refrigerators, stoves, water heaters, and microwaves; insulation; minor home repair; LED light bulbs; smoke and carbon monoxide detectors; shade screens; and weather-stripping.

In addition to the local programs described above, the California Department of Community Services and Development administers the federally funded Low-Income Home Energy Assistance Program (LIHEAP). This program provides two types of assistance—Weatherization Program and Energy Crisis Intervention Program. The Weatherization Program provides free weatherization improvement services to increase energy efficiency, such as attic insulation, caulking, water heater blankets, and heating and cooling system repairs to low-income households. The Energy Crisis Intervention Program provides assistance to low-income households that are in a crisis situation, such as receiving a 24 to 48 hour disconnect notice or service termination from their utility company.

Finally, the U.S. Department of Energy provides weatherization grants to homeowners similar to those offered by the U.S. Department of Housing and Human Services. The federal funds for the weatherization

program are provided through the American Recovery and Reinvestment Act Weatherization Assistance Program. The Department of Community Services and Development implements the program at the state level.

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POTENTIAL HOUSING CONSTRAINTS

6

MAJOR FINDINGS

- Based on analysis of the permitted densities and development standards, the City has found that the General Plan and Development Code facilitate a variety of housing types. The City allows residential development in nonresidential and mixed-use zones and permits densities as high as 136 units per acre in the downtown area.
- The City applies more flexible development standards for infill projects to encourage and maximize opportunities for development of vacant and underutilized land within city limits. In 2022, the City adopted a code amendment to allow Density Waivers for Small Infill Lots. The development standards of the underlying zoning designation, such as the density, setbacks, height, site coverage, and parking requirements, may be modified to create consistency with surrounding development and address physical site constraints.
- Overall, the City's parking standards are relatively low, both for downtown infill development and development outside the downtown. Parking standards do not represent a constraint to the development of housing and allow development to achieve maximum allowed densities. The City has also reduced or eliminated parking for housing developments,

including transit-oriented developments (TOD), affordable housing, senior housing, small lots, etc.

- Accessory dwelling units (ADUs) are allowed by right and go straight to a building permit, unless they are located in a Design District.
- The City of Stockton's Development Code defines supportive housing as a "use by right." Therefore, supportive housing is allowed in the city wherever single-family and multifamily residential is allowed. The City's code does not constrain development of supportive housing.
- A low-barrier navigation center development is a use by right in special purpose or commercial zoning districts permitting multifamily dwellings.
- The City has acquired hotels to create a mixed income development, such as the Medici Artist Lofts. There is a mix of one-, two-, and three-bedroom apartments. Of the 34 units, 27 are affordable housing units for families with income levels between 30-60 percent area median income. Six of the units are market rate.

INTRODUCTION

State housing law requires the City to review both governmental and nongovernmental constraints to the maintenance and production of housing for all income levels. Since local governmental actions can restrict the development and increase the cost of housing, State law

requires the Housing Element to “address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing” (Government Code Section 65583(c)(3)).

The City is currently conducting a comprehensive update to its Development Code which is expected to be complete by the end of 2023. In addition, the City is preparing a Housing Action Plan and Neighborhood Actions Plans for three specific areas of the city. All of these efforts will address housing needs in the city. Policies and programs related to these efforts are included in the main element section of this document.

POTENTIAL GOVERNMENTAL CONSTRAINTS

Local governments have little or no influence on the national economy or the federal monetary policies that influence it. Yet these two factors have some of the most significant impacts on the overall cost of housing. The local housing market, however, can be encouraged and assisted locally. One purpose of the housing element is to require local governments to evaluate their past performance in this regard. By reviewing local conditions and regulations that may impact the development of the housing market, the local government can prepare for future growth through actions that protect the public’s health and safety without unduly adding to the cost of housing production. Consistent with transparency requirements (Government Code Section 65940.1 subdivisions (a)(1)(A)) and (a)(1)(B)), the City’s zoning, development standards, and fees are available on the City’s website.

LAND USE CONTROLS

By definition, local land use controls constrain housing development by restricting housing to certain areas of the city and by restricting the number of housing units that can be built on a given parcel of land. The 2040 General Plan sets forth the City’s policies regarding local land development. These policies, together with zoning regulations, establish the amount and distribution of land allocated for different uses.

General Plan Land Use Designations

The City of Stockton 2040 General Plan establishes land use designations for all land within the city boundaries. These land use designations specify the type of development the City will permit. The 2040 General Plan includes eight designations that permit a range of residential development types and densities (see **Table HE-56**): Residential Estate (RE), Low Density Residential (LDR), Medium Density Residential (MDR), High Density Residential (HDR), Administrative Professional (AP), Commercial (C), Open Space and Agriculture (OSA), and Mixed Use (MU). The General Plan allows flexibility by allowing residential uses in a variety of nonresidential designations. **Table HE-56** shows the General Plan designations that permit residential developments.

For the higher-density designations (HDR, AP, and C), maximum densities differ depending on the location. Development in the downtown is allowed at densities up to 136 dwelling units per acre (du/ac), while higher-density areas outside of the downtown have a maximum density of 30 du/ac.

Table HE-56: General Plan Land Use Designations Allowing Residential Uses
Stockton, 2022

LU DESIGNATION	CODE	USES	MAXIMUM NET RESIDENTIAL DENSITY (DU/AC)	CONSISTENT ZONING DISTRICTS
Residential Estates	RE	Single-family residential units, public and quasi-public uses, accessory dwelling units (ADUs), and other similar compatible uses.	1	RE
Low Density Residential	LDR	Single-family residential units, duplexes, triplexes, semi-detached patio homes, town homes, public and quasi-public uses, accessory dwelling units (ADUs), and other similar and compatible uses.	8.7	RL
Medium Density Residential	MDR	Single-family residential units, duplexes, triplexes, semi-detached patio homes, town homes, public and quasi-public uses, accessory dwelling units (ADUs), and other similar and compatible uses.	17.4	RM
High Density Residential	HDR	Multifamily residential units, apartments, dormitories, group homes, guest homes, public and quasi-public uses, and other similar and compatible uses.	30 outside downtown; 90 inside greater downtown; 136 inside Downtown Core	RH
Administrative Professional	AP	Business, medical, and professional offices, residential uses, public and quasi-public uses, and other similar and compatible uses. This designation is appropriate on the borders of residential areas.	30 outside downtown; 90 inside greater downtown; 136 inside Downtown Core	CO, UC, RH
Commercial	C	A wide variety of retail, service, and commercial recreational uses, business, medical and professional offices, residential uses, public and quasi-public uses, and other similar and compatible uses. Community or regional commercial centers as well as freestanding commercial establishments are permitted.	30 outside downtown; 90 downtown; 136 inside Downtown Core	CN, CG, CD, CL, CA, HDR
Open Space/ Agriculture	OSA	Agriculture, parks, single-family residential units, farmworker housing, wetlands, wildlife reserves, and other similar and compatible uses and structures related to the primary use of the property for preservation of natural resources or agriculture. Lands under this designation are intended to remain unincorporated and under the jurisdiction of San Joaquin County.	1 du/parcel (40-acre minimum parcel size) FAR 0.01	OS
Mixed Use	MU	A mixture of compatible land uses, including residential, administrative and professional offices, retail and service uses, industrial, and public and quasi-public facilities to be determined through a Master Development Plan adapted concurrently with the designation of the property as MX.	30	MX

Source: Stockton General Plan 2040, 2022.

Zoning

The City regulates the type, location, and scale of residential development primarily through its Development Code (Title 16 of the Stockton Municipal Code). **Table HE-57** lists and describes the zoning districts that allow residential development. The Stockton Development Code

explicitly states the permitted maximum residential density for each zoning district, including residential zones, commercial zones, and other zones. These density standards are consistent with the standards in the General Plan.

Table HE-57: Zoning Districts Allowing Residential Uses
Stockton, 2022

ZONING DISTRICTS	CODE	ZONE DESCRIPTION	MIN. TOTAL LOT AREA	RESIDENTIAL DENSITY RANGE
Residential Estates	RE	Applied to single-family residential development on large lots. It is intended to provide a transition from rural to urban areas on the urban fringe.	1 acre	1 per lot
Residential Low Density	RL	Applied to single-family residential neighborhoods, low-density residential Planned Developments, and/or other low-density residential development, and is intended to maintain densities and protect existing neighborhood character.	5,000 SF ¹	0 to 8.7 du/acre
Residential Medium Density	RM	Applied to more intensely developed residential neighborhoods and/or other medium-density residential Planned Developments. Allowable housing types may include single-family independent dwelling units, duplexes, triplexes, townhouses, and multifamily units.	5,000 SF	8.8 to 17.4 du/acre
Residential High Density	RH	Applied to high-density residential neighborhoods. Allowable housing types may include multifamily and various types of group housing, as well as high-density, single-family residential development.	7,500 SF	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Commercial Office	CO	Intended to be a transitional area between residential and general commercial uses. The primary uses in this district include offices, incidental retail, residential, and/or residential in conjunction with an office, and other compatible uses.	7,500 SF	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Commercial Large-Scale	CL	Applied to areas appropriate for large-scale integrated commercial retail centers with shared parking facilities. The CL zoning district is intended to serve a regional market area, and is to be applied to sites of at least 25 acres.	None	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Commercial Neighborhood	CN	Applied to small-scale, limited retail and service areas that are designed to provide for the daily needs of the residents of the immediate, surrounding neighborhood.	None	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Commercial General	CG	Applied to areas appropriate for a wide variety of general commercial uses, including retail, personal and business services; commercial recreational uses; and a mix of office, commercial, and/or residential uses.	None	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Commercial Downtown	CD	Applied to the downtown commercial area of the city. The intent of the CD zoning district is to encourage a mix of high-intensity uses to create a lively, pedestrian-friendly environment, with high visual quality. Appropriate uses include large-scale commercial offices and office support uses, high-density residential development, tourist and lodging-oriented uses, and governmental facilities.	None	30 outside downtown; 90 inside greater downtown; 136 Inside Downtown Core
Public Facilities	PF	Applied to areas appropriate for a variety of public and quasi-public land uses, including facilities and lands owned by the City, County, State, or Federal Governments.	None	FAR 0.2
Mixed Use	MX	Intended to apply to large properties of at least 100 acres that can accommodate a wide range of land uses. A Master Development Plan is required for each MX zoning district to identify specific allowable land uses and development regulations.	Per Master Development Plan	17.5 to 30 du/ac
University/ College	UC	Applied to areas of the city that are dedicated to private institutions of higher learning, to enable campus modifications or changes with the minimum, appropriate land use regulations. A Master Development Plan is required for each UC zoning district to identify specific allowable land uses and development regulations.	Per Master Development Plan	FAR 0.5 outside the Greater Downtown; 5.0 inside the Greater Downtown Area

ZONING DISTRICTS	CODE	ZONE DESCRIPTION	MIN. TOTAL LOT AREA	RESIDENTIAL DENSITY RANGE
Open Space/ Agriculture	OSA	Agriculture, parks, single-family residential units, farmworker housing, wetlands, wildlife reserves and other similar and compatible uses and structures related to the primary use of the property for preservation of natural resources or agriculture. Lands under this designation are intended to remain unincorporated and under the jurisdiction of San Joaquin County.	40 acres FAR 0.01	1 du/parcel

Note:

¹10,000 square feet for duplexes

Source: City of Stockton, Development Code, 2022.

Table HE-58 shows which land use permit is required for different types of housing in zones allowing residential uses. If a housing type is allowable in a particular zone, the use is subject to one of the following land use permit requirements:

- **Permitted (P).** All land uses shown with a “P” in the table are allowed subject to compliance with all applicable provisions of the Development Code. Site Plan Review is required for new construction, for a change in use, or change to a more intensive use, except for those uses that are exempt. Exempt uses include accessory dwelling units, single-family residential, duplex units, triplex units, development projects entitled through a different permit process and minor improvements such as fences and other exterior improvements.
- **Land Development Permit (L).** All land uses shown as “L” in the table that require construction of new structures or improvements, the expansion of an existing facility, or a change to a more intensive use, as determined by the director, require the approval of a Land Development Permit.
- **Administrative Use Permit (A).** All land uses shown with an “A” in the table are allowed subject to the approval of an Administrative Use Permit. The director has the decision-making authority to approve an administrative use permit.
- **Commission Use Permit (C).** All land uses shown with a “C” in the table are allowed subject to the approval of a Commission Use Permit. The Planning Commission has the decision-making authority to approve a Commission Use Permit.
- **Empty Box = Use not Allowed**

To address this type of request in 2022, the City adopted a code amendment to allow Density Waivers for Small Infill Lots. This process is described in Section 16.52.030(A)(b) of the Development Code as follows:

- Density.** Density may be reduced or increased at the discretion of the Director only under the following circumstances:
 - The decrease or increase is less than 25 percent of the required minimum or maximum density for the zoning district;
 - The decrease or increase is compatible with existing development; and
 - The decrease or increase will further the aims of this chapter, or as allowed under the density bonus provisions in compliance with Chapter 16.40 (Affordable Housing Incentives/ Density Bonus Provisions).

The development standards, including setback, lot coverage, and maximum height requirements for zones that allow residential development are shown in **Table HE-59**.

Table HE-58: Permitted and Conditionally Permitted Residential Uses
Stockton, 2022

RESIDENTIAL USE TYPE	PERMIT REQUIRED BY ZONING DISTRICT														
	RE	RL	RM	RH	CO	CN	CG	CD	CL	CA	IL	IG	PT	PF	OS
Caretaker and Employee Housing	A				P	P	P	P	P	P	P	L	L	L	L
Duplexes		P	P	P				P						L	
Cottage Court		C	P	P		P		P						L	
Mobile Home Parks		A	A	A			A	A							
Mobile Home/Manufactured Home ¹	P	P	P	P				P						L	
Multifamily Dwellings			P	P	P	P	P	P	C					L	
Co-living (dwelling unit facility) ²				A	A	A	A	A							
Organizational House				A		A	A	A							
Assisted Living Facilities	A		C	P	P	P	P	P						L	
Care Homes, 6 or Fewer Clients ³	-	P	P	P				P						P	
Family Care Homes, 7 or More Clients ³	C			C				C						L	
Senior Care Facilities, 7 or More Clients			A	A	A			A						L	
Rooming and Boarding Houses				A				A						L	
Senior Residential Projects			P	P	P	P	P	P	P					L	
Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P				P	
Single Family Dwellings	P	P	P	P				P						L	
Townhouses		A	P	P	P	P	P	P						L	
Triplexes			P	P		P		A						L	
Fourplexes			P	P		P		A							
Emergency Shelters				C	C		C	C			A	A		A	
Low Barrier Navigation Center ⁴					P	P	P	P	P	P				P	
Supportive Housing	P	P	P	P	P	P	P	P	C					P	
Transitional Housing	P	P	P	P	P	P	P	P	C					P	

Notes: P = permitted use; L= land development permit required; C = commission use permit required; A= administrative use permit required; empty box= use not allowed

¹ A mobile home on a permanent foundation is treated as a single-family dwelling.

²A permanent housing facility consisting of single-room occupancy units, where each bedroom is considered a separate living quarter to be occupied by permanent residents.

³ Care homes include adult residential facilities, adult day care facilities, day treatment facilities, foster family homes, group homes, residential care facilities, small family homes, social care facilities, social rehabilitation facilities, community treatment facilities, intermediate care facilities, convalescent homes and nursing homes, pediatric day health and respite care facilities, intermediate care facilities for the developmentally disabled and congregate living health facilities, guest homes and rest homes.

Family Care Homes include adult residential facilities, adult day care facilities, day treatment facilities, group homes, residential care facilities, facilities for wards of the court, and residential care facilities for AIDS patients, intermediate care facilities convalescent homes and nursing homes, intermediate care facilities for the developmentally disabled and congregate living health facilities.

⁴Per Stockton Development Code Section 16.20.020 A low-barrier navigation center development is a use by right in special purpose or commercial zoning districts permitting multifamily dwellings.

Source: City of Stockton Development Code, Division 2, Chapter 16.20.020, 2015: Allowable Land Uses and Permit Requirements; 2022.

Table HE-59: Development Standards in Zones That Allow Residential Development
Stockton, 2022

ZONE	MAX. NET RESIDENTIAL DENSITY (DU/AC)	FAR	FRONT SETBACK	LOT WIDTH	MIN. SIDE SETBACK ³	MIN. SIDE SETBACK FROM STREET	MIN. REAR SETBACK	MAX. LOT COVERAGE (%)	MIN. LOT AREA	MAX. HEIGHT ⁴
RE	0 to 1	-	30 ft	150 ft	10 ft		30 ft	25%	1 ac	
RL	0 to 8.7	-	20 ft							
RM	8.8 to 17.4	0.3	15 ft							
RH	17.5 to 30 outside Greater Downtown	0.3 outside Greater Downtown		50 ft	5 ft	10 ft		50%		35 ft
	20 to 90 inside Greater Downtown	3.0 inside Greater Downtown	15 ft				10 ft		7,500 sf	
	20 to 136 inside Downtown Core	5.0 inside Downtown Core								
CO	17.5 to 30 outside Greater Downtown	0.3 outside Greater Downtown	10 ft		5 ft			60%	7,500 sf	45 ft
CN	20 to 90 inside Greater Downtown	3.0 inside Greater Downtown	None ¹			None ¹		100%		35 ft
CG	20 to 136 inside Downtown Core	5.0 inside Downtown Core	10 ft			10 ft		60%		45 ft
CD			None			None		100%		No Limit
CL	-	-			N/A ²		None ²	50%	No Minimum	75 ft
CA	-	-		No Minimum						45 ft
IL	-	0.6	10 ft			10 ft				60 ft
IG	-	0.6						60%		No Limit
PT	-	0.5 – 0.6								
OS	-	0.01	20 ft		20 ft	20 ft	20 ft		5 acres	35 ft
PF		0.5 – 0.6	10 ft		N/A ²	10	N/A ³	50%	No Minimum	75 ft
MX	17.5 – 30	0.5								
UC	-	0.5 Outside Greater Downtown	Per master development	Per master development	Per master development	Per master development	Per master development	Per master development	Per master development	Per master development
		5.0 Inside Greater Downtown								

¹ If adjacent to residential zoning districts, the setback shall be none if the structure in the CN zoning district is at least 20 feet from the residential zoning district, otherwise the setback shall be 10 feet.

² None required, except when adjacent to a residential zone, structures shall be set back a distance of 10 feet or as required by Article 3 for specific land uses. In the CA zone, structures shall be set back from a residential zone equal to their height.

³ Per Program 17, interior side setbacks in the CO zone will be decreased to 0' and in the CO zone, when adjacent to residential, increased from 5 to 10 feet.

⁴ Per Program 17, allowed heights will increase to 60' with a CUP in the CO zone (45' without a CUP will not change), 45' in the CN and RH zones and, 75' in the CG zone.

Infill Development Standards

The City applies more flexible development standards for infill projects to encourage and maximize opportunities for development of vacant or underutilized land within city limits. Section 16.52.030 of the Development Code contains the infill development standards. The development standards of the underlying zoning designation, such as the density, setbacks, height, site coverage, and parking requirements may be modified to create consistency with surrounding development and address physical site constraints.

If an applicant wanted to obtain flexibility in development standards on an infill parcel, the applicant would first visit the Permit Center to determine whether or not the project met the following criteria:

- A. Vacant and developed property, with or without existing structures, of less than a total of five acres, which consist of:
 - a. One legal lot; or
 - b. Two or more contiguous, commonly-owned legal lots that are not separated by a public street;
- B. Bounded on at least three sides by existing urban uses or development;
- C. Served by existing water, sewer, drainage, streets, and schools; and
- D. Qualify for categorical exemption under the California Environmental Quality Act, Section 15332, CEQA, Class 32.

In addition to the land uses allowed in **Table HE-60**, infill projects consisting of the land uses shown in the table are allowed in any zoning district subject to the permit requirements shown in **Table HE-60**.

The City offers a preliminary project review process (Economic Review Committee, or ERC) in which developers are given the opportunity to meet with representatives from the City's various permitting departments (e.g., Community Development, Public Works, and Municipal Utilities) to provide feedback on proposed site plans, as well as information on topics such

as zoning, use permits, and public improvements to assist the developer in the permitting and development process. The ERC preliminary project review process is provided free of charge by the City.

Table HE-60: Allowable Land Uses and Permit Requirements for Residential Infill Projects
Stockton, 2022

RESIDENTIAL USE TYPES	PERMIT REQUIREMENT
<i>Single-family homes on blockfaces in which at least 50% of the blockface is occupied by existing single-family homes</i>	P
<i>Single-family homes on blockfaces in which less than 50% of the blockface is occupied by existing single-family homes, except that single-family homes shall not be allowed in an Industrial zoning district or in an area designated as Industrial on the General Plan.</i>	A
<i>Duplexes and Triplexes</i>	A
<i>Townhouses</i>	A
<i>Multifamily</i>	A
<i>Live Work Space</i>	P
<i>Studios</i>	A

Notes: P = permitted use; C = commission use permit required; A= administrative use permit required; empty box= use not allowed

Source: City of Stockton Development Code, Division 2, Section 16.52.050: Allowable Land Uses and Permit Requirements for Infill Projects; September 2022.

Cumulative Impact of Development Standards

As shown in **Table HE-61. Development Scenarios**, The City evaluated the cumulative impact of its land use controls on the cost and supply of housing, including development standards that limit sites' building envelope (setbacks, private open space, and parking) and lot coverage restrictions. Based on this evaluation, none of the land use controls in conventional residential zoning districts would prevent an applicant from reaching the maximum density allowed for single-family development in single family-zones and multifamily developments in all zones where multifamily is allowed, or otherwise constrain housing development. Current development standards for the residential zones that permit multifamily housing were applied to sites of varying size listed in Table A-1 Sites Inventory.

The maximum allowed density in the RM zone is 17.4 units per gross acre. Maximum allowable densities in the RH, CD, CG, CO, CL and CN zones are identical to each other and dictated by geographic location (Areas): up to 136 units per gross acre within the Downtown Core; up to 90 units per gross acre within the Greater Downtown boundary; and up to 30 units per gross acre outside the Greater Downtown boundary. Density bonus units are not factored into the calculations.

The minimum open space requirement for parcels in the RM and RH zones is 100 square feet per unit (minimum 40 square feet of private open space per unit). The private open space requirements for the CD, CG, CO, and CN zones are also dictated by geographic location, increasing from 50 to 75 to 100 square feet per unit as you move out from the Downtown Core. Other development standards for each zone are consistent regardless of Area, meaning that, excluding density, the standards for a parcel zoned CN within the Downtown Core are the same as those for a CN-zoned parcel outside the Greater Downtown boundary.

The minimum parking requirement for parcels in the RM zone is 1.2 spaces per unit. Minimum parking standards for the RH, CD, CG, CO, and CN zones are also dictated by geographic area. Outside the Greater Downtown boundary, multifamily developments must provide 1.2 spaces per unit. The requirement decreases to 0.5 spaces per unit within the Greater Downtown boundary, with exceptions for properties that fall within the Magnolia Historic District, Central Parking District, Parking Improvement District No. 2001-1, or are within one-half mile of a major transit stop as defined in Section 21155 of the Public Resources Code. Residential projects within the aforementioned areas are completely exempt from minimum parking standards. Because Parking Improvement District No. 2001-1 completely encompasses the Downtown Core, the parking requirement for residential development within the core is effectively reduced to zero. Additionally, varying parking requirement reductions may be granted to a project that provides any combination of affordable housing, motorcycle parking, additional bicycle parking, preferred carpool/vanpool parking, electric vehicle charging stations, or shared parking. These discretionary parking

requirement reductions are not factored into the calculations.

The analysis suggests that, even on the smallest parcels in the commercial and RH zoning districts, the maximum density could be achieved with a mix of studio and one-bedroom units served by tuck-under and/or off-site parking. The first step in the calculation was to determine the allowable building footprint given the site size and the maximum lot coverage. The next step was to determine the maximum allowed building envelope given the site area minus the required setbacks, open space, and parking. To determine maximum building square footage, the building envelope was multiplied by the respective zone's maximum height, in stories, to determine the maximum building square footage.

The inventory sites analyzed below were selected because they represent development in the most constrained circumstances, i.e. small lots with conventional setbacks (non-zero) in the highest density area (Downtown Core and within Greater Downtown boundary). As described above, parking is not required in the Downtown Core. To reach maximum density inside the Greater Downtown, residential development in the RH zone may use tuck-under and/or shared off-site parking, while development in the CD, CG, CO, and CN zones must use shared off-site parking (already a common practice in Stockton and further enabled by AB 894, Friedman). AB 894 requires that a local agency must allow parking spaces identified in a shared parking agreement to count towards meeting parking requirements for new or existing developments, provided a robust parking analysis accompanies the application. Parcels outside the Greater Downtown can surface-park the required spaces without issue. The accompanying tables show the parking area required for each scenario and corresponding parking method (surface, tuck-under, off-site).

Results for the CO zone may be extrapolated to the CG zone, as the development standards are identical in all ways except maximum height – CG permits an additional two stories by-right. Similarly, results for the CN zone may be extrapolated to the CD zone, as the development standards are identical in all ways except maximum height – CD does not have a maximum height.

Table HE-61: Development Scenarios

RESIDENTIAL MEDIUM (RM) ZONE	SITE 3-55		
APN:	15315040		
Sub-Area:	N/A		
Square footage:	4,750		
Length (feet):	95		
Width (feet):	50		
Lot coverage:	0.5		
Number of stories (35 ft max):	2		
Maximum building footprint, given lot coverage requirements:	2,375 sqft		
Maximum building envelope, given setbacks (15, 10, 5, and 5 feet), parking (see below for spaces per unit), and communal/private open spaces (100 sqft per unit):	1,847		
Parking spaces per unit:	1.2		
Area required for parking (sqft):	480		
Parking type:	Surface		
Maximum building square footage (stories * envelope):	3,694		
Number of units:	2		
Average unit square footage:	1,847		
Achievable Density (units per acre):	17.4		
Permitted Density (units per acre):	17.4		
RESIDENTIAL HIGH (RH) ZONE	SITE 1-30	SITE 2-31	SITE 4-189
APN:	13720204	13712211	16919012
Sub-Area:	Downtown Core	Inside Greater Downtown	Outside Greater Downtown
Square footage:	7,400	4,250	5,200
Length (feet):	100	85	100
Width (feet):	74	50	52
Lot coverage:	0.5	0.5	0.5
Number of stories (35 ft max; no max within DT Core / Greater DT):	6	4	3
Maximum building footprint, given lot coverage requirements:	3,700	2,125	2,600
Maximum building envelope, given setbacks (15, 10, 5, and 5 feet), parking (see below for spaces per unit), and communal/private open spaces (50 75 100 sqft per unit):	2,500	1,500*	1,544
Parking spaces per unit:	N/A	0.5	1.2
Area required for parking (sqft):	N/A	900	960
Parking type:	N/A	Tuck-under / Off-site	Surface
Maximum building square footage (stories * envelope): ¹	15,000	6,000	4,632
Number of units:	23	9	4
Average unit square footage:	612	627	1,118
Achievable Density (units per acre):	136	90	30
Permitted Density (units per acre):	136	90	30

Exhibit 1- 2023-2031 Housing Element

COMMERCIAL OFFICE (CO) ZONE	SITE 1-28	SITE 2-42	SITE 2-17
APN:	13719006	13917410	127162212
Sub-Area:	Downtown Core	Inside Greater Downtown	Outside Greater Downtown
Square footage:	5,600	4,750	4,750
Length (feet):	100	95	95
Width (feet):	56	50	50
Lot coverage:	0.6	0.6	0.6
Number of stories (45 ft max; 60 ft max w/ CUP in Downtown Core):	5	4	4
Maximum building footprint, given lot coverage requirements:	3,360	2,850	2,850
Maximum building envelope, given setbacks (15, 10, 5, and 5 feet), parking (see below for spaces per unit) and communal/private open spaces (50 75 100 sqft per unit):	2,030	1,500*	1,158
Parking spaces per unit:	N/A	0.5	1.2
Area required for parking (sqft):	N/A	1,000	720
Parking type:	N/A	Off-site	Surface
Maximum building square footage (stories * envelope): ¹	10,150	6,000	4,632
Number of units:	17	10	3
Average unit square footage:	597	600	1,544
Achievable Density (units per acre):	136	90	30
Permitted Density (units per acre):	136	90	30
COMMERCIAL NEIGHBORHOOD (CN) ZONE	SITE 1-31	SITE 3-32	SITE 2-17
APN:	13720217	15117045	12716212
Sub-Area:	Downtown Core	Inside Greater Downtown	Outside Greater Downtown
Square footage:	4,750	4,250	5,600
Length (feet):	95	85	95
Width (feet):	50	50	50
Lot coverage:	1.0	1.0	1.0
Number of stories (45 ft max):	4	4	4
Maximum building footprint, given lot coverage requirements:	4,750	4,250	5,600
Maximum building envelope, given setbacks (15, 10, 5, and 5 feet), parking (see below for spaces per unit) and communal/private open spaces (50 75 100 sqft per unit):	1,800	1,575*	1,784
Parking spaces per unit:	N/A	0.5	1.2
Area required for parking (sqft):	N/A	900	960
Parking type:	N/A	Off-site	Surface
Maximum building square footage (stories * envelope): ¹	7,200	6,300	7,136
Number of units:	15	9	4
Average unit square footage:	480	700	1,784
Achievable Density (units per acre):	136	90	30
Permitted Density (units per acre):	136	90	30

Source: City of Stockton, 2023¹ Area required for parking not included in this value.

Conclusions

Based on analysis of the permitted densities and development standards, the City has found that the General Plan and Development Code facilitate production of a variety of housing types. The City allows residential development in nonresidential and mixed-use zones and permits densities as high as 136 units per acre in the downtown area. Additionally, the City has flexible development standards to encourage the development of small infill parcels.

BUILDING CODES AND ENFORCEMENT

Building codes and their enforcement influence the style, quality, size, and costs of residential development. Such codes can increase the cost of housing and impact the feasibility of rehabilitating older properties that must be upgraded to current code standards. In this manner, building codes and their enforcement can act as a constraint on the supply of housing and its affordability.

The City of Stockton has adopted the 2022 California Building Code (CBC). These local amendments include:

- **Alternate materials and methods of construction:** The Building Official may approve alternate materials and methods of construction provided he finds that the proposed design is satisfactory and complies with the provisions of the model codes and that the material, method, or work offered model codes in quality, strength, effectiveness, fire resistance, durability, safety, and sanitation.
- **Tests:** Whenever there is insufficient evidence of compliance with the adopted model codes or evidence that any materials or any construction does not conform to the requirements of the adopted model codes, the Building Official may require tests as proof of compliance to be made at the expense of the owner or his agent by an approved agency.

The minimum requirements of the CBC and other model codes may have added to the cost of housing over the years. However, governmental agencies at all levels as well as organizations representing building officials have decided that these requirements are necessary to achieve a minimum level of health and safety.

The City's building codes are consistent with the codes applied in other jurisdictions throughout California and do not negatively impact the construction of affordable housing.

PARKING STANDARDS

Since off-street parking often requires large amounts of land, parking requirements are one of the development standards that can impact the development of compact, affordable housing. Off-street parking requirements increase the cost of development and limit the funds available for providing housing. Additionally, parking standards limit the ability to achieve compact, urban, infill development. Most municipalities adopt parking standards that exceed the actual parking needs of the population.

Stockton's off-street parking standards for residential uses are summarized in **Table HE-62**. The City requires two covered parking spaces per single-family home, one space per multifamily unit, half a space for both greater downtown and outside the downtown, and one space per unit in townhouses. No off-street parking is required for ADUs.

The Development Code allows the Director or Commission to reduce or waive up to 20 percent of the parking requirements, or a minimum of one space, under the following conditions:

- The structure was designed and intended for nonresidential use;
- The owner or developer substantiates that the provision of additional parking is unreasonable and economically unsound and the compliance with the provisions of this chapter would entail severe hardship; and
- The structure or structures were originally built before the effective date of the current parking requirements.

Overall, the City's parking standards are relatively low, both for downtown infill development and development outside the downtown. The City has also reduced or eliminated parking for housing developments, including transit-oriented developments (TOD), affordable housing, senior housing, small lots, etc. Parking standards do not represent a constraint to the development of housing and

allow development to achieve maximum allowed densities. Despite parking reductions on many projects, parking spaces for those with disabilities continue to be provided. No projects have requested to waive inclusion of parking spaces for those with disabilities. The City will

continue to explore best practices for parking standards and provide additional incentives to reduce costs and align standards with current housing market demands, including the needs and demands of residents with disabilities.

**Table HE-62: Required Off-Street Parking Spaces
Stockton, 2022**

RESIDENTIAL USE	SPACES/UNIT	GUEST PARKING
Single-family dwellings	2 per house in enclosed garage	-
Townhouses and duplexes	1 covered space per unit, except in the Downtown Core, 0.5 per unit	-
Triplexes and Fourplexes	1 per unit, except in the Downtown Core, 0.5 per unit	-
Multifamily dwellings	1 per unit	1 per 4 units
Greater Downtown	0.5 per unit	-
Downtown Core ¹	0.5 per unit	-
Affordable Housing	0.5 per unit	1 per 8 units
Organizational houses	1 per 3 occupants	1 per 6 occupants
Senior residential projects	1 per 2 units	1 per 10 units
Mobile home parks	1 per mobile home	1 per 4 units
Residential care facilities		
All, except care homes (6 or fewer)	1 per 5 beds	1 per 10 beds
Family care homes (7 or more)	2 per house in enclosed garage	1 per 10 beds
Rooming and boarding houses	1 per 3 occupants	-
Single-room occupancy facilities (SRO)/Co-Living	-	1 per 2 guest room
Transitional housing	1 per 2 beds	-
Caretaker and employee housing	1 covered space per unit	-
Emergency shelters	2 spaces per facility For staff 1 space per 10 occupants allowed at max. capacity	-
Accessory dwelling units	No off-street parking is required for accessory dwelling units	-

Note 1. Exemptions for parcels within a parking assessment district per Section 16.64.060, [Parking Assessment Districts](https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_16-division_3-chapter_16_64-16_64_060), https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_16-division_3-chapter_16_64-16_64_060.

Source: City of Stockton Development Code, Section 16.64.040, Table 3-9; November 2022.

ON-/OFF-SITE IMPROVEMENT REQUIREMENTS

In Stockton, the developer is responsible for complete street improvements for streets of 144 feet right-of-way (flared to 155 feet at major intersections) and less. Existing standards for local streets vary by scenario. For example, a low volume curb to curb street requires a minimum standard of 34/36 foot wide street. A medium volume street requires a width of 36 feet. In compliance with the

City's standard specifications and plans, the improvements shall consist of, but not be limited to, the following:

1. Curb, gutter, and sidewalk along street frontages;
2. Replacement of broken or displaced curb, gutter, and sidewalk;
3. Replacement of unnecessary driveways with curb, gutter, and sidewalk;
4. Wheelchair ramps at curb returns;
5. Pavement sections on new streets;

6. Improvements to, or construction of, interchanges with State highways;
7. On existing streets within the subdivision or development, the existing pavement shall be overlaid or reconstructed as directed by the City Engineer to handle the projected traffic;
8. On peripheral streets, the existing pavement shall be overlaid or reconstructed to the centerline of the street as directed by the City Engineer, to accommodate the projected traffic, and the curb, gutter, and sidewalk installed;
9. Streets shall be widened in compliance with the specific plan, precise road plan, or master development plan, and the existing pavement shall be overlaid or reconstructed to accommodate the projected traffic;
10. Fences;
11. Landscaped parkways;
12. Tree wells and sprinkler system;
13. Street lighting; and
14. Street signs.

Site improvements necessary to facilitate the production of housing vary greatly. Some housing developments can connect to existing infrastructure facilities. In the City of Stockton public improvements for new subdivisions and single-lot development are dependent on the location of the project.

For greenfield developments, developers are responsible for constructing typical on-site improvements and all off-site public infrastructure associated with the new development. In addition, greenfield development is required to contribute fees to support the City's construction of critical infrastructure, such as sewer and water facilities, and parks.

Off-site improvements for greenfield developments typically include frontage improvements and underground utilities as well as the construction of new streets depending on the location.

For large, master planned development projects in greenfield areas, such as the Cannery Park, University Park and Westlake at Spanos Park projects, which are identified in the Housing Sites Inventory chapter as pipeline projects that are currently under construction, the City required that the developer construct all the infrastructure and public improvements needed to serve the new development.

OPEN SPACE AND PARK REQUIREMENTS

Open space and park requirements can decrease the affordability of housing by increasing developer fees and/or decreasing the amount of land available on a proposed site for constructing units. All housing units constructed in the city must pay a parkland fee to fund the development of neighborhood and community parks. As of the October 2022-2023 Fiscal Year, the fee was \$2,798 per single-family unit and \$1,712 per multifamily unit.

For land uses and development within the residential, low density (RL) zoning district, a minimum of 150 square feet of private open space is required per duplex unit, beyond the minimum required front-yard, rear-yard, and side-yard setbacks. For multifamily projects, the City requires 100 square feet of usable, common open space for each dwelling unit. However, per Program 17, this requirement will be reduced to 50 square feet in the Downtown Core Area and 75 square feet in the Greater Downtown Area. The City also requires a minimum 40 square feet of private open space (e.g., patios, balcony, and decks). The area provided for private open space may be applied to the common open space requirement.

In addition to the requirements for residential and nonresidential, the following open space requirements apply to all planned development permits:

- a. Open space shall be designed as a major element of the project;
- b. Open space shall be located to take advantage of, and to help preserve, existing natural amenities (e.g., trees, topographic features, waterways, and views);
- c. Open space shall generally be clustered to create larger-scale open spaces, but shall also be used to buffer incompatible uses and to provide corridors of space around and within developed areas to achieve a spacious character and convenient linkage to all parts of the site;

- d. All landscaped areas shall be designed, installed, and irrigated in compliance with Chapter 16.56 (Landscaping Standards);¹
- e. Open space areas shall not include streets, whether public or private, off-street parking or landscaping required for the parking lot, access drives, loading areas, or area(s) covered by structures;
- f. The location of all open space, including any off-premises locations, shall be identified on appropriate plans; and
- g. The City's Planning Commission may modify any open space requirement after considering the general purpose and nature of the project. If the open space requirement is modified, another amenity(s) must be provided.

The park dedication requirement, the park improvement fees, and the open space requirements do not represent excessive constraints on residential development. To help waive park fees, the Stockton Economic Stimulus Plan provides a fee reduction for some of the Public Facility Fees (PFF) for both single-family and multi-family residential projects in Stockton. A reduction of PFF up to a total of \$19,997 or 100%, whichever is less, for single-family residential and \$14,080 per unit for multi-family residential for these fee categories:

- City Office Space
- Libraries
- Fire Stations
- Parks
- Community Recreation Centers
- Police Stations
- Street Improvements

PROCESSING AND PERMIT PROCEDURES

Similar to other jurisdictions, the City has several procedures it requires developers to follow for processing development entitlements and building permits. Although the permit approval process must conform to the Permit

Streamlining Act (Government Code Section 65920 et seq.), housing proposed in the city is subject to one or more of the following review processes: environmental review, zoning, subdivision review, and building permit approval. The City provides ample opportunities for most housing projects. Most housing projects that come forward are allowed by-right, and only require site plan and design review. These review processes are defined as ministerial in the Development Code and are ministerial actions that do not require hearings nor are subject to CEQA.

Permit Streamlining Act

The Permit Streamlining Act was enacted in 1977 in order to expedite the processing of permits for development projects. Government Code § 65921. The Permit Streamlining Act achieves this goal by (1) setting forth various time limits within which state and local government agencies must either approve or disapprove permits and (2) providing that these time limits may be extended once (and only once) by agreement between the parties. The Permit Streamlining Act does not apply to legislative land use decisions or to ministerial permits. The City regularly adheres to the time limitations by providing completeness responses to applicants within 30 days of receiving a development application.

Projects that are exempt from California Environmental Quality Act (CEQA) must be processed within 60 days of deeming the application complete. However, projects that require additional environmental analysis and disclosures to the public are granted additional time to prepare an initial study and circulate the environmental findings for public comments. For projects that do not require review by the Planning Commission or Council, the determination of whether an EIR, ND, or MND is required is made by Community Development Department staff under the direction of the Director. For projects that require review by the Planning Commission or Council, the determination is made by the Planning Commission or Council. The City will ensure that there is a process in place to monitor the intake of applications and evaluate whether the application is complete. The City will ensure that the CEQA determination of PRC 21080.1 will be made within the timeframe permitted by PRC 21080.2, and when the City determines that a project is exempt from CEQA, the

¹ City of Stockton, Landscaping Standards: https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_16-division_3-chapter_16_56

determination will trigger the Permit Streamlining Act (PSA) 60-day deadline (Gov. Code 65950(a)(5)).

Review Authority

There are four levels of review authority in Stockton listed from lowest to highest authority: 1) Director of Community Development, 2) Site Plan Review Committee, 3) Planning Commission and 4) City Council.

Residential Permit Processing

The City's review process for multifamily residential projects involves the following steps:

1. Submittal of an application to the Planning Division for Site Plan and Design review. These design reviews are defined as ministerial per the Stockton Municipal Code and are approved by the Community Development Director or their appointee. These approvals do not require a public hearing or public notice of determination as part of the approval.
2. Once the project is submitted, the Project is reviewed by City staff for Completeness and compliance with the City's design standards.
 - a. This compliance review involves internal review committees that assist staff in confirming the site plan and design standards are adhered to in the proposed multifamily design.
 - b. Since multifamily housing is a permitted use in all but two commercial and residential zones (Residential Low-Density "RL" and Commercial Auto "CA"), the design review is limited to onsite development (parking, landscaping, lighting) and architecture, and does not review the use or operation of the facility.
3. If items are missing from the application for Completeness and/or design changes are needed, City staff sends a letter requesting the items and/or changes within 30-days or sooner from the application date consistent with the state law.
4. If the applicant can provide the information and/or make the needed changes for resubmitting to the City, staff will then repeat the process and provide any additional items within

20 to 30 days or sooner given the amount of changes needed.

5. Once the project design is consistent with the City's design standards, City staff send the applicant an approval letter indicating the date Planning approved for construction.
 - a. Should an applicant submit a complete project that complies with City design standards at the initial submittal, the review and approval process could take between four to six weeks.
 - b. Approval allows the applicant to receive construction permit approval for the proposed design. The City also allows for concurrent design and construction plan review should the applicant wish to have the design and construction plans reviewed at the same time.

The City's review process for single family residential projects involves the following steps:

1. Submittal of an application to the Planning Division for Design review. These design reviews are defined as ministerial per the Stockton Municipal Code and are approved by the Community Development Director or their appointee. These approvals do not require a public hearing or public notice of determination as part of the approval.
2. Once the project is submitted, the Project is reviewed by City staff for Completeness and compliance with the City's design standards. If items are missing from the application for Completeness and/or design changes are needed, City staff sends a letter requesting the items and/or changes within 30-days or sooner from the application date consistent with the state law.
3. Since single family housing is permitted in all residential zones, the design review is limited to onsite development (parking, coverage, setbacks) and building massing (height, accessory structures).
4. If the applicant can provide the information and/or make the needed changes for resubmitting to the City, staff will then repeat the process and provide any additional items needed

within 20 to 30 days or sooner given the number of changes needed.

5. Once the project design is consistent with the City's design standards, City staff send the applicant an approval letter indicating the date Planning approved for construction.
 - a. Should an applicant submit a complete project that complies with City design standards at the initial submittal, the review and approval process could take between four to six weeks.
 - b. Approval allows the applicant to receive construction permit approval for the proposed design. The City also allows for concurrent design and construction plan review should the applicant wish to have the design and construction plans reviewed at the same time.

The City's review process for land division is described below. This includes tentative parcel maps (TPM) (4 lots or less) and tentative subdivision maps (TSM) (4 lots or greater) and involves the following steps:

1. An application for a Tentative Parcel Map (TPM) or Tentative Subdivision Map (TSM) is considered discretionary under the Stockton Municipal Code and the Subdivision Map Act.
2. Once the project is submitted, the Project is reviewed by City staff for Completeness and compliance with the City's design standards. If items are missing from the application for Completeness and/or design changes are needed, City staff sends a letter requesting the items and/or changes within 30-days or sooner from the application date consistent with the state law.
3. If the applicant can provide the information and/or make the needed changes for resubmitting to the City, staff will then repeat the process and provide any additional items within 20 to 30 days or sooner given the number of changes needed.
4. Once the project design is consistent with the City's design standards, conditions of approval are prepared, and City staff begins the approval process.

5. TPMs are approved by the Community Development Director, while TSMs are approved by the Planning Commission. Both require public notices sent to surrounding property owners within 300 feet of the project site. However, TPM notices only inform residents of the Director's decision, while TSM notices inform them of a Planning Commission hearing. Public hearings are not required for TPM approvals unless appealed to the Planning Commission, while an appeal to the Planning Commission is sent to the City Council.
6. Should an applicant submit a complete project that complies with City standards at the initial submittal, the review and approval process could take between four to eight weeks for a TPM (from application to approval) and two to four months for a TSM (from application to approval hearing).
7. Both tentative maps require Final Map submittal for recordation. Those review are considered ministerial and can take two to four months to complete depending on whether a complete Final Map application is submitted initially, and if any of the map conditions of approval require City Council finalization for items like annexations into financing districts or subdivision improvements agreements for construction securities (i.e., bonding).

More generally, all development applications are reviewed by staff and then, if applicable, scheduled for a public hearing with the Planning Commission. Alternatively, a decision is made at the staff level involving the Community Development Director and/or Site Plan Review Committee. The application only proceeds to City Council if it also requires a legislative act like a General Plan Amendment or Development Code Amendment, or if it is appealed. Residential projects in Stockton generally receive concurrent processing of various development permits (e.g. subdivision and zoning approvals), which reduces review times and related costs borne by the applicant.

Typical Permits Required for Residential Development

Many of the City's review procedures are handled at the staff level. For example, site plan and design review, minor zone modifications, and variances are conducted by the Community Development Director, except when the site

plan is part of a larger project that requires Planning Commission review.

Site Plan review begins with review by the Site Plan Review Committee who make a recommendation to the Director who makes the determination. The Site Plan Review Committee is an internal design review committee and makes recommendations to the approving body. Typical projects reviewed by the committee include annexations, condominium projects, multi-family projects and specific plans. Site Plan Review Committee meetings are not open to the public. Site Plan Review applies to any project that requires a Building Permit, where a change in use is proposed, or where a change in occupancy is proposed. Projects that are exempt from Site Plan Review include residential developments containing single-family, duplex, or triplex dwelling units. The committee and Director conduct a review of the location, design, site plan configuration, and effect of the proposed development by comparing the project's plans to:

1. The requirements and standards in the Municipal Code;
2. Required locational and developmental standards identified in the Development Code, including applicable standards for specific land uses in Chapter 16.80 (Standards for Specific Land Uses);
3. Requirements of the City's California Building Standards Code; and
4. The City's standard specifications and plans.

The Site Plan Review Committee may find that a project site plan is in compliance, needs very minor corrections, needs minor corrections, or needs major corrections. Based on the recommendation of the committee, the Director either approves or requests revisions and resubmittal of the site plan. Site Plan Review is a ministerial action that does not require California Environmental Quality Act (CEQA) review.

A use permit is a permit issued by the City for land uses that, although allowed in a specific zoning district, have the potential to adversely affect other land uses, transportation and parking, or other facilities in the vicinity. The use permit contains conditions to eliminate, or minimize to an acceptable level, any potentially adverse effects of the use. The City of Stockton currently has three types of conditional permits: Land Development Permits, Administrative Use Permits, and Commission Use Permits.

The review of projects for appropriate and efficient development and layout of a site is an integral part of the development approval process. All land uses shown as "L" in Table 2-2 of the Development Code (16.20.020, Allowable land uses and permit requirements) that require construction of new structures or improvements, the expansion of an existing facility, or a change to a more intensive use, as determined by the Director, require the approval of a Land Development Permit. The Director is the review authority for a Land Development Permit; however, the Director may defer action and refer the application directly to the Planning Commission.

The Review Authority may approve the Land Development Permit, with or without conditions if it finds all of the following:

1. The proposed land use activity is allowed within the subject zoning district with the approval of a Land Development Permit and complies with all other applicable provisions of the Development Code and the Municipal Code;
2. The proposed land use activity would be consistent with the general land uses, objectives, policies, and programs of the General Plan and any applicable Specific Plan, Precise Road Plan, or Master Development Plan;
3. The subject site would be physically suitable for the type and density/intensity of use being proposed, including the provision of services (e.g., sanitation and water), public access, and the absence of physical constraints (e.g., earth movement, flooding); and adequate in size and shape to accommodate the use and all fences and walls, landscaping, loading, parking, yards, and other features required by this Development Code; served by streets adequate in width and pavement type to carry the traffic generated by the proposed development.
4. The establishment, maintenance, or operation of the proposed use at the location proposed would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use; and
5. The proposed permit would be in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

An Administrative Permit is required for uses that have the potential for a slight impact on existing land uses surrounding a given site. The Community Development Director is the review authority for an Administrative Use Permit and may defer action and refer the application directly to the Planning Commission.

Permits for uses that have the potential for a significant impact on surrounding areas, either because of the size of the project or the nature of the use, require a Commission Use Permit. The Planning Commission serves as the review authority for Commission Use Permits.

The decision-making authority may approve or conditionally approve an application for an Administrative or Commission Use Permit if it finds all of the following:

1. The proposed use is allowed within the subject zoning district with the approval of a Use Permit and complies with all other applicable provisions of the Development Code and the Municipal Code;
2. The proposed use would maintain or strengthen the integrity and character of the neighborhood and zoning district in which it is to be located;
3. The proposed use would be consistent with the general land uses, objectives, policies, and programs of the General Plan and any applicable Specific Plan or Master Development Plan;
4. The subject site would be physically suitable for the type and density/intensity of use being proposed, including the provision of services (e.g., sanitation and water), public access, and the absence of physical constraints (e.g., earth movement, flooding);
5. The establishment, maintenance, or operation of the proposed use at the location proposed and for the time period(s) identified, if applicable, would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
6. The design, location, size, and operating characteristics of the proposed use would be compatible with the existing and future land uses on-site and in the vicinity of the subject property; and
7. The proposed action would be in compliance with the provisions of CEQA and the City's CEQA Guidelines.

An applicant may choose to propose a Planned Development Permit for a more creative project produce

a development of equal or greater quality than might otherwise occur with a more traditional development proposal. The Review Authority may approve the Planned Development Permit, with or without conditions if it finds all of the following:

1. The proposed development would:
 - a. Be allowed within the subject zoning district;
 - b. Generally comply with all of the applicable provisions of this Development Code relating to both on- and off-site improvements that are necessary to accommodate maximum flexibility in site planning and property development and to carry out the purpose, intent, and requirements of the respective zoning district, including prescribed development standards; and
 - c. Be consistent with the general land uses, objectives, policies, and programs of the General Plan and any applicable specific plan, precise road plan, or master development plan;
2. There are adequate provisions for public utilities and services to ensure that the proposed development would not be detrimental to public health and safety;
3. The establishment, maintenance, or operation of the proposed activity at the location proposed would not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;
4. The subject site would be:
 - a. Physically suitable for the type and density/intensity of use and structure(s) being proposed including the provision of services (e.g., sanitation, utilities, and water), public access, and the absence of physical constraints (e.g., earth movement, flooding, etc.);
 - b. Adequate in size and shape to accommodate the use and all fences and walls, landscaping, loading, parking, yards, and other features required by this Development Code; and
 - c. Served by streets adequate in width and pavement type to carry the quantity and type of traffic generated by the proposed development.
5. The proposed development would produce a comprehensive development of superior quality (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, increased

amounts of landscaping and open space, improved solutions to the design and placement of parking facilities, etc.) than might otherwise occur from more traditional development applications;

6. The proposed design and development is innovative and creative and in compliance with the standards identified in Chapter 16.68 (Planned Development Permit Standards); and
7. The proposed permit would be in compliance with provisions of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

A significant amount of multifamily development in the city has been approved as part of Specific Plans and Master Development Plans. For example, most specific plans allow multi-family residential by right only requiring design review and site plan review. The City has facilitated development of new multifamily housing by including the approval of multifamily development as part of the approval process for Specific Plans or Master Development Plans.

Permit Processing Timing

Table HE-63 summarizes the City's estimated processing times, approval bodies and typical number of hearings for City approvals that may be required in the residential development process. These processing times are typical for California cities. Processing times vary but, generally, are not necessarily dependent on the designated approval body. The thing that impacts development review is primarily the size and complexity of the project. Projects are reviewed for compliance with the City's ordinances and the completeness of the application. **Table HE-64** summarizes the City's estimated processing times for City approvals that may be required in the single-family and multi-family residential development process. Not all steps identified in **Table HE-64** apply to every project, **Table HE-64** is representative of typical multifamily and single-family projects occurring in zones where these types of development are a permitted use, which is the majority of zones allowing residential development in the city.

To provide an efficient permit processing system, the City has implemented the following time and cost saving developmental processes:

- Prepared permit processing guidelines to assist residential builders in applying for development permits for single-family residences, multi-family residential developments and subdivisions.
- Located all City divisions involved in the permitting process in one central location.
- Developed a pre-application process to identify issues as soon as possible and reduce processing time. No fee is required for this service.
- Provided a GIS application on the City's website with land use information and links to important planning documents such as General Plan and Development Code.
- Encouraged concurrent processing of applications.
- Assigned a point-person and liaison to facilitate communication and timely inter-agency review of development projects.
- Established electronic plan check review services and on-line access to permit forms and applications.

**Table HE-63: Community Development/
Planning Division Schedule of Residential
Processing Times
Stockton, 2023**

RESIDENTIAL APPROVALS	APPROXIMATE PROCESSING TIME (WEEKS)	APPROVAL BODY AND TYPICAL NUMBER OF HEARINGS
Rezoning and Pre-zonings	12-18	City Council – 2 hearings
Special Use Permits, Use Permits Requiring Public Hearings and Use Permits on 14-Day	6-10	Planning Commission – 1 hearing
Planned Unit Residential Development Permits	6-8	Planning Commission – 1 hearing
Amendment to The Stockton Municipal Code, Specific Plan or General Plan	12-24	City Council – 2 hearings
Tentative Maps 4 Lots or Less	6-8	City Engineer. No hearings required
Tentative Maps Over 4 Lots	6-8	City Council – 1 hearing
Variance/Waiver, Interpretation or Appeal of a Decision of The Community Development Director	4-6	Planning Commission – 1 hearing
Appeals to City Council	4-6	City Council – 1 hearing
		Non-discretionary administrative – Planning Staff (no hearing) Limited Discretion – Director (no hearing unless request is made for ARC review) Discretionary – Director, Planning Commission or City Council depending on project type. 1 hearing if heard by Planning Commission or City Council
Design Review	1-4	
Environmental Documentation	Varies	City Council – number of hearings depends of type of environmental review required

Source: City of Stockton, 2023.

**Table HE-64: Residential Approvals
Required for Typical Permitted Residential
Projects
Stockton, 2023**

RESIDENTIAL APPROVALS	SINGLE FAMILY APPROXIMATE PROCESSING TIME (WEEKS)	MULTI-FAMILY APPROXIMATE PROCESSING TIME (WEEKS)
Special Use Permits, Use Permits Requiring Public Hearings and Use Permits on 14-Day	6-10	N/A
Planned Unit Residential Development Permits	6-8	N/A
Amendment to The Stockton Municipal Code, Specific Plan or General Plan	12-24	N/A
Tentative Maps 4 Lots or Less	6-8	6-8
Tentative Maps Over 4 Lots	6-8	N/A
Design Review	1-4	1-4

Source: City of Stockton, 2023.

The typical amount of time between planning approval/entitlement and when an application for a building permit is submitted varies by project type and is determined by the applicant. Applicants have one year to act upon an entitlement and request a building permit. They can submit a request for a building permit as soon as 10 days following entitlement. Based on recent building permit data, a typical length of time is four to six weeks before submitting an application for a building permit. ADUs are allowed by-right and go straight to a building permit, unless they are in a Design District. In that case, they go to the Architectural Review Committee (which meets alternative weeks). Most single-family residential projects are also allowed by-right and go straight to building permit, unless in a Design District, then go to an Architectural Review Committee. Multifamily residential projects go to the Architectural Review Committee and require Site Plan Review (meetings are set as applications are received).

Design Review

The City has a design review process to encourage development that is compatible and harmonious with the design and use of surrounding properties and with the city in general. The following types of residential development are subject to the City's design review process:

- New single-family tract development in subdivision of five or more parcels;
- New single-family infill projects within special districts in historic areas with unique architecture;
- Additions and exterior remodeling of single-family dwellings within special districts visible from public right-of-way;
- New developments containing two or more dwelling units;
- Additions and exterior remodeling of existing multifamily projects; and
- Accessory structures in special districts or as part of a multifamily project greater than 120 square feet that are visible from the public right-of-way.

The City's adopted design guidelines are used by City staff, the Director, Architectural Review Committee (ARC), Cultural Heritage Board, Commission, and Council as adopted criteria for the review of development proposals.

The City's design review process is codified in Title 16 of the Stockton Municipal Code (Development Code). The procedure to be followed depends on whether discretionary approval is required from the Planning Commission or City Council (see **Table HE-63**). For projects that do not require any type of discretionary approval, the applicant is required to submit design review plans before building permit submittal. The Architectural Review Committee (ARC) is an internal design review consisting of a panel of three private-sector architects appointed by the Director. The ARC performs the design reviews on an alternating weekly schedule. Architectural Review Committee meetings are not open to the public. The ARC reviews the submitted plans for compliance with the design guidelines and/or applicable Development Code standards, and make recommendations and supporting findings in compliance with the list of recommendations. Following the ARC's review of the plans, the Director will prepare and transmit a list of the ARC's findings and recommendations to the applicant in a timely manner, noting that a request for reconsideration may be submitted, where applicable.

For projects that require a discretionary approval (e.g., Use Permit, rezoning), the applicant submits elevations of the proposed project at the time the discretionary application is submitted. The Director reviews the project for compliance with the land use and development

regulations in the Development Code. The ARC reviews the overall design of the project for compliance with the design guidelines. In reviewing the design of the project, the ARC uses the design guidelines as a reference, and makes recommendations and supporting findings in the list of recommendations. Following the ARC's review of the plans, the Director prepares and transmits a list of the ARC's findings and recommendations to the applicant in a timely manner, noting that a request for reconsideration may be submitted and/or that the Planning Commission is the final Design Review Authority, where applicable.

Required Findings

The Review Authority shall determine whether a project adequately meets adopted City standards and the Guidelines, based on consistency with the following findings:

- A. The proposed development is consistent with all applicable provisions of this Development Code and other applicable City ordinances;
- B. The general design considerations, including the character, quality, and scale of design are consistent with the purpose/intent of this chapter and the Guidelines and other design guidelines that may be adopted by the City;
- C. The architectural design of structures and their materials and colors are visually compatible with surrounding development. Design elements (e.g., awnings, exterior lighting, screening of equipment, signs) have been incorporated into the project to further ensure its compatibility with the character and uses of adjacent development, and/or between the different types of uses in a mixed-use development;
- D. The location and configuration of structures are compatible with their sites and with surrounding sites and structures and do not unnecessarily block views from other structures or dominate their surroundings;
- E. The general landscape design, including the color, coverage, location, size, texture, and type of plant materials, provisions for irrigation, planned maintenance, and protection of landscape elements have been considered to ensure visual relief, to complement structures, and to provide an attractive environment;

- F. The design and layout of the proposed project will not interfere with the use and enjoyment of neighboring existing or future development and will not result in vehicular or pedestrian hazards;
- G. The building design and related site plans, including on-site parking and loading, has been designed and integrated to ensure the intended use will best serve the potential users or patrons of the site; and
- H. Special requirements or standards have been adequately incorporated, when applicable, into the building and/or site design (e.g., Americans with Disabilities Act regulations, historic preservation, mitigation measures, open space, utilities). (Prior code Section 16-515.060)

Senate Bill 330

Senate Bill (SB) 330, the Housing Crisis Act of 2019, established specific requirements and limitations on development application procedures. The bill allows housing developments for which a preliminary application is submitted that complies with applicable general plan and zoning standards is subject only to the development standards and fees that were applicable at the time of submittal. This applies to all projects unless the project square footage or unit count changes by more than 20 percent after the preliminary application is submitted. The developer must submit a full application for the development project within 180 days of submitting the preliminary application.

The City of Stockton offers a pre-application conference for any application for new development or redevelopment which is required to go before the Planning Commission and any subdivision map for five or more lots, to ensure that the applicant is aware of issues and requirements related to the project. Other departments and public agencies may be invited to attend a pre-application conference. The fee for the pre-application conference shall be in compliance with the City Council's most recently published fee schedule.

Currently, the City of Stockton does not have a process established for processing projects under SB 330; however, the City complies with state law regarding SB 330 using the state's form. The City has included Program 19 to establish a process that specifies the SB 330 process and standards for eligible projects.

Senate Bill 35

Currently, the City of Stockton does not have a process established for processing projects under SB 35; however, the City complies with state law regarding SB 35. The City has included Program 16 to establish a process that specifies the SB 35 streamlining approval process and standards for eligible projects.

Summary

Processing and permit procedures have not been found to be a constraint in Stockton. However, Program 17 commits the City to review and update the findings for use permits and Design Review to be objective to further streamline development review.

DEVELOPMENT FEES AND OTHER EXACTIONS

As shown in **Table HE-66**, the City collects various fees from developers to cover the costs of processing permits and providing necessary services and infrastructure. Additional fees and/or time may be necessary for required environmental reviews, depending on the location and nature of a project. Certain residential projects that require General Plan amendments, Development Code changes, or other planning-related functions require fees in addition to those listed in the table. These required fees are usually needed for master plans in greenfield areas.

Planning and Building permit fees and applicable impact fees vary from project to project. **Table HE-66** shows fees for a "typical" project in Stockton with updated 2022-23 rates. Multifamily fees are based on a hypothetical 27-unit multifamily development on 1.48 acres. Single family fees are based on a hypothetical 3-bedroom 2-bath home 1,800 square footage home and the Building Data Valuation Data for a unit in the R-3 zone. Estimated fees in Stockton are \$61,725 for the hypothetical 1,800 sq ft single-family unit and \$33,028 for the hypothetical multifamily unit, including City fees, permit fees, as well as County fees and school district fees. Based on an estimate of typical costs to develop housing, including land cost and construction costs, planning and impact Fee's represent 10.7 percent of development fees for a single-family unit and 10.8 percent per unit for a 27-unit multifamily development in the City of Stockton.

Other impact fees for agriculture and open space are charged by the gross acre and designed to mitigate for the loss of productive land. The agricultural land mitigation fee, at \$14,352 per gross acre for single-family units, and at \$12,841 per gross acre for multifamily units, applies

when development converts “important farmland” to private urban uses. The San Joaquin Council of Governments collects the San Joaquin County Multi-Species Habitat and Open Space Conservation Plan fee to mitigate the loss of important habitat and open space.

Table HE-65: Planning Fees

Stockton, 2022-2023

FEE CATEGORY	FEE AMOUNT
Subdivision Fees	
Tentative Maps - 4 Lots or Less	\$1,045.00
Tentative Maps - 5 to 25 Lots – Base Fee	\$3,135.00
Tentative Maps - 26 – 100 Lots	\$4,702.00
Tentative Maps - 101 Lots or more	\$10,000 deposit; cost for recovery
Vesting Tentative Map	Actual Cost plus 25% Admin
Minor Tentative Map Amendment	\$1,045.00
Condominium Conversion	\$3,135.00
Major Tentative Map Amendment	\$3,135.00
Planned Development Permit	\$3,135.00
Annexations/Reorganizations/Detachments	\$20,000 deposit; cost for recovery
Annexation Sphere of Influence Amendment/Service Reviews	\$20,000 deposit; cost for recovery
Historic Preservation District/Landmarks/Certificates/Demolitions	
Historic Preservation District Designation Change	\$1,045.00
Certificate of Appropriateness	\$261.00
Historic Demolition or Relocation Permit Application	\$261.00
Historic Landmark or Site Designation Application	\$1,045.00
Zoning Fees	
Rezoning and Prezoning	\$5,225.00
Zoning Compliance/Confirmation	\$788.00
Zoning Fees Development Agreement (Development Agreement Application)	
Development Agreement (DA) Application	\$5,225.00
Major Amendment to Development Application	\$5,225.00
Minor Amendment to Development Application	\$1,045.00
Use Permits	
Temporary Activity Permits	\$104.00
Minor Amendment of Use Permits	\$314.00
Commission Use Permit	\$3,135.00
Administrative Use Permits	\$1,045.00
Home Occupation Permit	
Home Occupation Permit	\$26.00
Land Development Permits Design Review, Other Development Plans	
Billboard Cap and Replace Review	\$1,045.00
Design Review	\$1,045.00
Design Review – Minor	\$157.00
Land Development Permit/Site Plan Review	\$1,045.00

FEE CATEGORY	FEE AMOUNT
Variance/Waiver Requests, Administrative Interpretations/Determinations	
Variance/Commission Waiver	\$3,135.00
Appeal of Community Development Director Decision or Administrative Hearing Officer Decision	\$522.00
Street Name Change	\$3,135.00
Public Convenience and Necessity Letter	\$1,045.00
Administrative Determinations/Exceptions/Waivers	\$1,045.00
Administrative Hearing Fee	\$98.00
Tree Removal	
Street Tree Removal Permit	\$261.00
Heritage Oak Removal Administrative Fee – Permit for Removal	\$65.00
Heritage Oak Removal Noticing Fee	\$112.00
Heritage Oak Removal Independent Arborist Report Fee	\$84.00
Appeal to City Council of Tree Permit Denial	\$378.00
Environmental Assessments	
Initial Study/Negative Declaration	\$1,568.00
Expanded Initial Study/Negative Declaration	\$3,135.00
Addendum to Expanded Initial Study or Expanded initial Study/Negative Declaration	25% of consultant contract
Environmental Impact Report/Mitigate Negative Declaration	25% of consultant contract
Code/Plan Adoption and Amendments	
Amendment to the Stockton Municipal Code (Chapter XVI)	\$5,225.00
Establishment of Design Review Overlay District and Historical Preservation District	\$5,225.00
Amendment to General Plan	\$5,225.00
Precise Road Plan Adoption and Amendments	
Adopt Precise Road Plan	\$5,225.00
Major Amendment to Precise Road Plan	\$2,612.00
Minor Amendment to Precise Road Plan	\$1,306.00
Specific Plan Adoption and Amendments	
Adopt Specific Plan	\$20,00 deposit; cost for recovery
Major Amendment to Specific Plan	\$20,00 deposit; cost for recovery
Minor Amendment to Specific Plan	\$20,00 deposit; cost for recovery
Specific Plan/Master Plan Implementation Surcharge	0.02 of all Building permits within Specific/Master Plan/Planned Development Areas
Land Use Master Development Plan (MX Zone) Plan Adoption and Amendments	
Adopt Master Development Plan (MX Zone)	\$20,000 deposit; cost for recovery
Major Amendment to Master Plan	\$20,000 deposit; cost for recovery
Minor Amendment to Master Plan	\$20,000 deposit; cost for recovery
Specific Plan/Master Plan Consultant Services	\$10,000 deposit; cost for recovery

Source: City of Stockton Planning Fees 2022-2023 Fiscal Year

Table HE-66: Development Impact and Planning-Related Fees

Stockton, February 2023

FEES	SINGLE-FAMILY UNIT ¹	27-UNIT MULTIFAMILY DEVELOPMENT ²	
		TOTAL DEVELOPMENT	PER UNIT
Municipal Utilities Department Fees			
Water	\$2,264.41	\$49,766.67	\$1,843.21
Sewer	\$974.53	\$2,133.76	\$79.03
Delta Water Supply Project	\$5,508.23	\$29,359	\$1,087.37
Water and Sewer Administrative Fee	\$113.36	\$1,816.52	\$67.28
Total Municipal Utilities Department Fees	\$8,860.53	\$83,075.82	\$3,076.88
Public Facilities and Services Fees			
Surface Water	\$4,587	\$41,793	\$1,547.89
Park Land	\$2,798	\$46,224	\$1,712
Public Works Residential Construction	\$75.25	\$75.25	\$2.79
Agriculture Land Mitigation	\$658.95	\$25,682	\$951.19
Air Quality	\$187	\$3,429	\$127
City Office Space	\$467.00	\$10,557	\$391.00
Community Recreation Center	\$481.00	\$10,935	\$405.00
Fire Prevention Review Fee	N/A	\$201	\$7.44
Fire Station	\$781	\$17,766	\$658
Libraries	\$902	\$20,547	\$761.00
Police Station Expansion	\$591	\$13,419	\$497
Street Improvements	\$13,226	\$260,712	\$9,656
Traffic Signal	\$110	\$1,796	\$66.50
Regional Transportation Impact	\$8,106.52	\$65,663	\$2,431.95
Total Public Facilities and Services Fees	\$32,971	\$518,798	\$19,214.76
Planning Fees			
Building Permit	\$2,428.31	\$35,629.43	\$1,319.61
Building Plan Check	\$1,019.89	\$14,964.36	\$554.24
General Plan Maintenance and Implementation	448.43	\$7,786.24	\$288.38
Site Plan Review	\$1,045.00	\$1,045.00	\$38.70
Total Planning Fees	\$4,941.63	\$59,425.03	\$2,200.93
Other Fees			
Fee Area - Administrative Fee ⁴	\$1,872.52	\$18,157.94	\$672.52
Strong Motion Instrumental Program (SMIP) Fee	\$38.86	\$674.81	\$24.99
Technology Fee	\$182.12	\$2,672.21	\$98.97
Capital Preservation Fee	\$298.95	\$5,190.83	\$192.25
Green Building Fee	\$11.96	\$207.63	\$8.00
Community Rating System Administration Fee (CRS)	\$145.70	\$2,137.77	\$79.18
Total Other Fees	\$2,550	\$29,041.18	\$1,075.60
TOTAL CITY FEES	\$49,323.00	\$690,340.42	\$25,568.16
County and Special District Fees			
County Fee	\$1,890	\$64,800	\$1,620
School District ³	\$10,512	\$157,680	\$5,840
TOTAL FEES	\$61,725.00	\$912,820.42	\$33,028.16

FEES	SINGLE-FAMILY UNIT ¹	27-UNIT MULTIFAMILY DEVELOPMENT ²	
		TOTAL DEVELOPMENT	PER UNIT
TOTAL COUNTY AND SPECIAL DISTRICT FEES	\$12,402	\$222,480	\$7,460
Land Costs	\$98,000	\$337,162	\$12,487
Construction Costs	\$299,955	\$5,109,831	\$192,253
TOTAL DEVELOPMENT COST INCLUDING FEES	\$459,680.00	\$6,400,813.42	\$237,768.64
STOCKTON FEES AS A PERCENT OF TOTAL COST	10.7%	10.7%	10.8%

Notes:

¹ Single-family unit fees are from the City of Stockton website fee estimator (October 2015), based on a new 1,800-square-foot single-family detached home within city limits with a valuation of \$299,955 and a 0.75-inch water meter size.

² Multifamily fees are from City of Stockton, based on a 27-unit apartment building, on a 1.48-acre property with a structural valuation of \$5,190,825 and a 2-inch water meter.

³ School Fees are determined by the school district. Estimate is based on Stockton Unified School District fees. Single-family: \$5.84/SF; multifamily: \$5.84/SF.

⁴ Public Facilities and Services Fees multiplied by the 3.5% administrative fee equals totals.

Source: City of Stockton Fee for 2022-2023 Fiscal Year, 2022

DENSITY BONUS

State law (Government Code Section 65915 et seq.) requires local governments to grant a density bonus to developers that agree to provide a specific percentage of affordable housing, senior housing, or childcare facilities for lower- or moderate-income households as part of an approved development. The law is revised nearly every year and has been expanding to apply to more projects and allow larger bonuses and more incentives and concessions over the years. The magnitude of the incentive depends on the total share of development that is designated affordable. Program 20 commits the City to updating their Density Bonus ordinance when needed for consistency with state law and to continue to update it regularly throughout the planning period as updates to state law are made. Chapter 16.40 of Stockton's Development Code describes the City's density bonus provisions. In addition to regulations to comply with State law, Chapter 16.40 includes additional bonuses beyond what is offered under state law. Tier 1 Supplemental Density Bonuses offer bonuses between 50 and 75% and Tier 2 Supplemental Density Bonuses offer bonuses between 75 and 100%. A project's eligibility for a Tier 1 or Tier 2 bonus are based on achieving eligibility points based on amount of affordable units, sustainable design (LEED certification, Cal Green, alternative energy), incorporation of adaptive reuse, or location in priority areas of the city including in the Downtown Core, a disadvantaged community, or federal qualified opportunity zone.

LOCAL ORDINANCES THAT IMPACT HOUSING SUPPLY

The City doesn't have ordinances regulating short-term rentals, inclusionary housing, nor growth management that would potentially impact long-term housing supply.

PROVISIONS FOR A VARIETY OF HOUSING TYPES

Multifamily

The Zoning Ordinance allows multifamily development by right in the RM, RH, CN, CO, CG, and CD zones, and conditionally in the CL zone and with a land use permit in the OS zone. The City has not approved any new construction residential projects at densities below those identified in the inventory.

Accessory Dwelling Unit

An accessory dwelling unit (ADU) is an additional self-contained living unit, either attached to or detached from the primary residential unit on a single lot. It has cooking, eating, sleeping, and full sanitation facilities. ADUs can be an important source of affordable housing since they can be constructed relatively cheaply and have no associated land costs. ADUs can also provide supplemental income to the homeowner, allowing seniors to remain in their homes, or moderate-income families to afford houses.

To encourage establishment of ADUs on existing developed lots, notwithstanding subdivisions state law requires cities and counties to either adopt an ordinance based on standards set out in the law authorizing creation of ADUs in, to allow ADUs on lots zoned residential or mixed-use zone subject to ministerial approval (“by right”) if they meet standards set out by law.

The City of Stockton meets State requirements for ADUs. The City of Stockton allows ADUs in all zoning districts that allow residential development. The Review Authority issues a ministerial building permit for an ADU or junior accessory dwelling unit (JADU) without discretionary review or a hearing, consistent with the development standards and State law. The City of Stockton is in compliance with state ADU law. Program 6 commits the City to continue updating their ADU regulations to stay consistent with state law and commits the City to promoting the development of ADUs as a housing type in the city.

Manufactured Homes and Mobile Home Parks

Sections 65852.3 and 65852.4 of the California Government Code specify that a jurisdiction shall allow the installation of manufactured homes on a foundation on all “lots zoned for conventional single family residential dwellings.” Except for architectural requirements, the jurisdiction is only allowed to “subject the manufactured home and the lot on which it is placed to the same development standards to which a conventional single family residential dwelling on the same lot would be subject.” The architectural requirements are limited to roof overhang, roofing material, and siding material.

The only two exceptions that local jurisdictions are allowed to make to the manufactured home siting provisions are if: (1) there is more than 10 years difference between the date of manufacture of the manufactured home and the date of the application for the issuance of an installation permit; or (2) if the site is listed on the National Register of Historic Places and regulated by a legislative body pursuant to Government Code Section 37361. Section 69852.7 of the California Government Code specifies that mobile home parks shall be a permitted use on “all land planned and zoned for residential land use.” However, local jurisdictions are allowed to require use permits for mobile home parks. The City of Stockton’s Development Code defines mobile homes on a

permanent foundation under the definition of “Single-family dwellings”. Zones where this use is allowed are shown in **Table HE-58**. Additionally, mobile home parks are allowed in the Residential Low-Density (RL), Residential Medium-Density (RM), Residential High-Density (RH), General Commercial (CG), and Commercial Downtown (CD) districts with an Administrative Use Permit.

Section 16.80.210 of Stockton’s Development Code provides specific development standards for mobile home parks, including a minimum of 20-foot setback for mobile home spaces, buildings, parking or recreational areas, and other structures from all property lines along public streets. Additionally, access to the mobile home park must be directly to a major arterial street or within 500 feet of freeway access ramps. Stockton’s Municipal Code conforms to Government Code Section 69852.7.

Group Homes

State law requires group residential facilities of six or few persons to be considered a single-family dwelling for the purpose of any law or zoning ordinance related to residential property use (California Health and Safety Code Sections 1267.8, 1566.3, 1568.08). As of 2022, licensed care homes consisting of six or fewer individuals are allowed by right in the RL, RM, RH, CD, and PF zones. However, these are not all the zones that allow single-family development; the RE zone also allows single-family dwellings by right. The Housing Element includes Program 17 to amend the Development Code to allow group homes for six persons or fewer in the RE zone.

Family care homes with more than six individuals require the approval of a Commission Use Permit in the RE, RH, and CD zones, and a land development permit in the PF zone. The Commission Use Permit process is the only restriction to family care homes with more than six individuals. Group homes in single-family or two-family structures are exempt from Title 24 requirements. The Commission Use Permit has not been used to deny a family care home of seven or more individuals in Stockton. According to the Health and Safety Code Sections 1267.8, 1566.3, and 1568.08, residential care facilities with seven or more must be allowed without a use permit. To ensure compliance with State law, the City has incorporated Program 17 to address this part of the statute.

Farmworkers and Employee Housing

State law asserts that employee housing for six persons or less shall be allowed in the same way residential structures are allowed in zones allowing residential uses and that employee housing for up to 12 units or 36 beds shall be deemed an agricultural use and must be subject to the same regulations as any other agricultural use in the same zone. "No Conditional Use Permit, zoning variance, or other zoning clearance shall be required of this employee housing that is not required of any other agricultural activity in the same zone" (Employee Housing Act, California Health and Safety Code Sections 17021.5 and 17021.6). Farm labor housing is considered an agricultural activity and is permitted by right in all zones allowing agricultural uses, which complies with State law (Health and Safety Code Section 17021.6). Program 17 is included to update the Development Code to allow employee housing for six persons or less in the same way residential structures are allowed in zones allowing residential uses.

Emergency Shelters

SB 2, passed in 2007 and in effect as of January 1, 2008, amended State Housing Element law (California Government Code Sections 65582, 65583, and 65589.5) regarding shelter for homeless persons. This legislation requires local jurisdictions to strengthen provisions for addressing the housing needs of homeless persons, including the identification of a zone or zones where emergency shelters are allowed as a permitted use without a use permit or other discretionary approval. Assembly Bill (AB) 2339, passed in 2022 and in effect as of January 1, 2023, expands the requirements for allowing emergency shelters under State law to ensure sufficient space on sufficient sites in suitable locations are identified in each jurisdiction.

California Health and Safety Code Section 50801(e) and Government Code Section 65583(a)(4) define "emergency shelters" as:

Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay." Emergency shelters include interim interventions,

including, but not limited to, a navigation center, bridge housing, and respite or recuperative care.

The City of Stockton's Development Code defines homeless shelters as:

A public or private building which provides immediate, short-term shelter that may involve supplemental services for more than six homeless individuals or family members without compensation.

Emergency shelters are allowed in the Residential High-Density, Commercial Office, Commercial General, and Commercial Downtown with a Commission Use Permit. The Development Code does not place any further restrictions or requirements. The City also allows emergency shelters "by right" (i.e., without a Commission Use Permit or other discretionary approval) in the Industrial Limited (IL), Industrial General (IG), and Public Facilities (PF) districts. While the IL and IG zones allow industrial uses, the zones are reserved for operations that are totally conducted indoors. The PF zone allows numerous other residential uses, including single-family homes and multifamily units, and is therefore suitable for emergency shelters. There are over 19 acres of vacant land on at least 22 parcels within Stockton city limits zoned IL, IG, or PF (as of 2024). All analyzed parcels are vacant. About 1.7 acres of this land is within the Greater Downtown area, where there is convenient access to social services and public transportation. The 19 plus acres of vacant land on 22 parcels is made up of a variety of parcel sizes ranging from .01 acres up to 9.1 acres. Only 3 of the parcels are smaller than .10 acres. Details are shown in the table below.

Exhibit 1- 2023-2031 Housing Element

APN	ACRES	ZONING DISTRICT
16528054	1.70	IL
16355058	0.06	PF
16302041	5.11	IG
15529024	0.13	IL
15304015	0.17	IL
15304014	0.17	IL
15304013	0.17	IL
15304012	0.17	IL
15303024	0.18	IL
15303023	0.18	IL
15303004	0.12	IL
15303003	0.12	IL
15303002	0.12	IL
15112061	0.01	PF
14907040	0.09	IG
14713007	0.84	IG
14713001	0.31	IG
14710104	0.11	IL
14710103	0.11	IL
14710102	0.23	IL
14530011	0.25	IL
11736013	9.10	IG
19.45		

However, only one of these parcels is in the PF zone which allows residential uses. In order to ensure there are sufficient suitable locations for emergency shelters in zones that allow residential uses, the City has analyzed vacant sites in the Residential High-Density, Commercial Office, Commercial General, and Commercial Downtown zoning districts as candidate areas. As shown in Figures HE-22 a and b in the Assessment of Fair Housing chapter, areas of the city in these four zoning districts are spread out geographically presenting the opportunity to allow emergency shelters on sites meeting the suitability criteria listed further down in this section. The following vacant parcels are available in these zoning districts:

- Residential High-Density – 61 vacant parcels totaling more than 116 acres. The size of the parcels ranges from .04 to 50.0 acres. The sizes break down further as follows:
 - o Less than .1 acre – 12 parcels
 - o Between .1 to .25 acres – 28 parcels
 - o Between .25 to .5 acres – 7 parcels
 - o Between .5 to 1 acre – 1 parcel
 - o Between 1 and 5 acres – 9 parcels
 - o Between 5 and 50 acres – 4 parcels

- Commercial Office – 42 vacant parcels totaling more than 23 acres. The size of the parcels ranges from .04 to 8.9 acres. The sizes break down further as follows:
 - o Less than .1 acre – 3 parcels
 - o Between .1 to .25 acres – 27 parcels
 - o Between .25 to .5 acres – 4 parcels
 - o Between .5 to 1 acre – 2 parcels
 - o Between 1 and 8.9 acres – 6 parcels
- Commercial General – 275 vacant parcels totaling more than 317 acres. The size of the parcels ranges from .02 to 55.8 acres. The sizes break down further as follows:
 - o Less than .1 acre – 33 parcels
 - o Between .1 to .25 acres – 117 parcels
 - o Between .25 to .5 acres – 38 parcels
 - o Between .5 to 1 acre – 35 parcels
 - o Between 1 and 5 acres – 40 parcels
 - o Between 5 and 55 acres – 12 parcels
- Commercial Downtown – 111 vacant parcels totaling more than 37 acres. The size of the parcels ranges from .04 to 3.7 acres. The sizes break down further as follows:
 - o Less than .1 acre – 21 parcels
 - o Between .1 to .25 acres – 61 parcels
 - o Between .25 to .5 acres – 12 parcels
 - o Between .5 to 1 acre – 11 parcels
 - o Between 1 and 3.7 acres – 6 parcels

The city has 893 persons without nighttime shelter as of the 2022 Point-in-Time (PIT) Count. The size of shelters in Stockton is based on building and fire code allowances and there is no maximum number of beds. Government Code Section 65583(a)(4)(I) requires a minimum of 200 square feet per person to meet the unsheltered need. To address the unsheltered needs of 893 people, this would be a minimum of 184,200 square feet or 4.2 acres, a number far smaller than the number of vacant acres in the four zoning districts.

The City will amend the Development Code to allow emergency shelters without discretionary review on enough suitable parcels in these zoning districts to address the 893 person need within one year of adoption of the Housing Element (see Program 17).

The additional sites where emergency shelters are allowed without discretionary review will meet the following criteria:

- Sites must allow residential uses.
- Sites must be located near amenities and services that serve people experiencing homelessness.
- Sites owned by the local government can be included if the analysis demonstrates that the sites will be made available for emergency shelters during the planning period, are suitable for residential use, and are located near amenities that serve people experiencing homelessness.

The City's municipal code determines the maximum number of beds for an emergency shelter by Building and Fire Codes. Development standards for emergency shelters are:

- A. Separation Between Structures.** Developments with multiple structures shall provide a 12-foot separation between those structures.
- B. Physical Characteristics.**
 1. Compliance with applicable State and Local Uniform Housing and Building Code requirements.
 2. The facility shall have on-site security during all hours when the shelter is open.
 3. Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.
 4. Facilities shall provide secure areas for personal property.
- C. Maximum Number of Beds per Facility.** The maximum number of beds per facility shall be determined and as allowed by Building and Fire Codes.
- D. Limited Terms of Stay.** The maximum term of staying at an emergency shelter is six months in a consecutive 12-month period.
- E. Parking.** The emergency shelter shall provide off-street parking at a ratio of two spaces per facility

for staff plus one space per 10 occupants allowed at the maximum capacity.

- F. Emergency Shelter Management.** A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to operation of the emergency shelter. The plan shall, at minimum, identify the property owner's and operator's names and contact information, on-site security, and anti-loitering measures. The plan shall include a floor plan that demonstrates compliance with physical standards of this chapter. The operator of each emergency shelter shall annually submit the management plan to the Director with updated information for review and approval. The City Council may establish a fee by resolution to cover the administrative cost of review of the required management plan.
- G. Waiting Area.** To prevent queuing of shelter residents off-site, an on-site intake waiting area shall be provided that is adequate to accommodate all incoming residents.
- H. Proximity.** The proximity of an emergency shelter next to another emergency shelter shall be at minimum 300 feet.

In addition, Government Code 65583(a)(4) (SB 2) requires sufficient parking to accommodate all staff working in the emergency shelter provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone. Currently, the code requires providing off-street parking at a ratio of two spaces per facility for staff plus one space per 10 occupants allowed at the maximum capacity. In addition, other standards, including the proximity standard, need to be updated for consistency with State law. The City has included Program 15 to revise the standards to ensure compliance with State law.

Low-Barrier Navigation Center

Government Code Section 65662 requires that the development of Low-Barrier Navigation Centers be developed as a use by right in zones where mixed uses are allowed or in nonresidential zones that permit multifamily

housing. For a navigation center to be considered “low barrier,” its operation should incorporate best practices to reduce barriers to entry, which may include, but are not limited to, the following:

- Permitting the presence of partners if it not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
- Pets
- Ability to store possessions
- Providing privacy, such as private rooms or partitions around beds in a dormitory setting or in larger rooms with multiple beds

The City defines a Low-Barrier Navigation Center as housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A low-barrier navigation center development is a use by right in special purpose or commercial zoning districts permitting multifamily dwellings.

Transitional Housing

While SB 2 added specific new requirements for local governments to meet in terms of planning for emergency shelter facilities, Government Code Section 65583(a)(5) also states that “transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.” State law requires cities and counties to allow transitional and supportive housing in all zones that allow residential uses.

Transitional housing is designed to assist homeless individuals and families in moving beyond emergency shelter to permanent housing. California Health and Safety Code Section 50675.2(h) defines “transitional housing” and “transitional housing development” as:

Buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some

predetermined future point in time, which shall be no less than six months.

The City of Stockton’s Development Code defines transitional housing as a “use by right” that shall have the same meaning as defined in subdivision (i) of Government Code Section 65583.2. The Government Code section reads “transitional housing and supportive housing are permitted in all zones allowing residential uses and are not subject to any restrictions (e.g., occupancy limit) not imposed on similar dwellings (e.g., single family home, apartments) in the same zone in which the transitional housing and supportive housing is located.” Therefore, supportive housing is allowed in the city wherever single-family and multifamily residential is allowed. The City’s code does not constrain development of transitional housing.

Supportive Housing

Supportive housing is permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing and lead fuller lives. Typically, a portion of the housing is targeted to people who have risk factors such as homelessness or health challenges such as mental illness or substance addiction. Supportive housing comes in all shapes and sizes. It could be a renovated motel offering furnished co-living apartments; a multifamily development where tenants with disabilities live alongside other families with low incomes; a small, more service-intensive building; or scattered-site apartments. Whatever the configuration, all of the housing allows tenants to access support services that enable them to live as independently as possible.

California Health and Safety Code Section 65582(f) defines “supportive housing” as:

Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the tenant to retain the housing, improve his or her health status, maximize their ability to live and, when possible, to work in the community.

Government Code Section 6565 (a)) requires cities and counties to consider supportive housing as a residential use allowed in all zones that allow residential uses and mixed use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Additionally, supportive housing must be permitted by-right in multifamily, mixed-use, and nonresidential zones allowing multifamily.

The City of Stockton's Development Code defines supportive housing as a "use by right" that shall have the same meaning as defined in subdivision (i) of Government Code Section 65583.2. The Government Code section reads:

Transitional housing and supportive housing are permitted in all zones allowing residential uses and are not subject to any restrictions (e.g., occupancy limit) not imposed on similar dwellings (e.g., single family home, apartments) in the same zone in which the transitional housing and supportive housing is located.

Therefore, supportive housing is allowed in the city wherever single-family and multifamily residential is allowed.

The City's code does not constrain development of supportive housing and is in compliance with the requirements of AB 2162.

Single-Room Occupancy Units

SRO units (referred to in Stockton as co-living units) can provide affordable housing for lower-income individuals, seniors, and persons with disabilities, and can serve as an entry point into the housing market for formerly homeless people. A co-living unit is usually small, between 200 to 350 square feet.

Co-living units are a source of affordable housing in the city. As the city of Stockton has aged, downtown hotels serving overnight visitors became residential hotels, or co-living units, renting rooms by the day, week, or month to very low-income individuals or couples. According to the City of Stockton, as of 2023, there were five residential hotels operating in the downtown central business district of Stockton.

There are a number of residential hotels that are currently vacant due to habitability, housing, and other code violations. It is unlikely that these hotels will be reopened and operated as hotels as there is significant work needed to get the residential hotels operational for overnight accommodations. The City has acquired some of these

hotels to create housing, such as the Medici Artist Lofts. There is a mix of one-, two-, and three-bedroom apartments that include both affordable and market-rate units. The City has also created additional parking that is needed in downtown Stockton to create an environment conducive to commercial and retail businesses and development. The City performs annual inspections of the remaining residential hotels to make sure that these hotels meet minimum health and safety standards.

The Stockton Development Code defines Co-Living (dwelling unit facilities) as "a permanent housing facility consisting of single-room occupancy units, where each bedroom is considered a separate living quarter to be occupied by permanent residents." The City allows SROs in CG (Commercial General) and CD (Commercial Downtown) zones with an Administrative Use Permit.

HOUSING FOR PERSONS WITH SPECIAL NEEDS

Housing for Persons with Disabilities

State housing element law requires jurisdictions to analyze potential and actual constraints on the development, maintenance, and improvement of housing for persons with disabilities and demonstrate local efforts to remove governmental constraints that hinder the locality from meeting the need for housing for persons with disabilities. In accordance with SB 520 (Chapter 671, Statutes of 2001), the City has analyzed the potential and actual governmental constraints on the development of housing for persons with disabilities. Program 14 commits the City to include a State-compliant definition of family in the glossary in the zoning regulations.

Accessibility

The City does not provide any undue or additional constraints to the development, maintenance, and improvement of housing for persons with disabilities. The City of Stockton uses Title 24 building laws in its development of zoning, permitting processes, and building codes for disabled housing with no additional building codes adopted. The City makes every effort to ensure accessibility for persons with disabilities. The City is stringent in its application of Title 24 guidelines and requires all new development to meet the requirements of the law. No additional requirements for parking are required other than those for the zone in which the housing

is being developed, and special concessions can be given to lower the parking requirements for special-needs housing.

The Building and Housing Board of Appeals deals with disputes that may arise with special-needs housing. Where issues do arise, citizens, contractors, and others can seek assistance from the City's Building and Housing Board of Appeals. Although the Building and Housing Board of Appeals cannot waive Title 24 requirements, the Board can make findings on the use of alternative methods and/or materials to accommodate disabled access. As of 2023, the application fee required for filing with the Building Board of Appeals is \$373.

The City of Stockton process to retrofit homes for accessibility follows Title 24 guidelines.

The City of Stockton Building Division enforces Chapter 11 of the California Building Code, Title 24. The Code provides a mandate that 100 percent of ground-floor (one-story) dwelling units in buildings consisting of three or more dwelling units be accessible by adaptability. Adaptability includes such features as wheelchair clearances in bathrooms, hallways, and kitchen areas, adjustable lowered countertops, site access, backing for grab bars in shower/bath areas, etc. The disabled tenant, or tenant's representative, at time of occupancy, can request of the property owner that the adaptable provisions be converted to full accessibility. Building permit fees associated with the Title 24 improvements would be the only fees the City would impose as part of this process.

Reasonable Accommodation

The City adopted a reasonable accommodation ordinance in 2016, Zoning Ordinance Chapter 16.214, to establish a formal procedure for individuals with disabilities seeking equal access to housing to request reasonable accommodation in the application of the City's land use and zoning standards, regulations, policies, and procedures and to establish criteria for evaluating the requests. An application for reasonable accommodation must be submitted on a form prescribed by the Director, or in the form of a letter addressed to the Director. If the project for which the application for reasonable accommodation is being made requires approval of another permit under this title, then the applicant must file the application for reasonable

accommodation together with the application for the other permit, for concurrent review and action.

The decision to grant, grant with modifications, or deny an application for reasonable accommodation is based on a finding, all of which are required for approval or conditional approval of a reasonable accommodation:

1. Whether the housing or housing-related facilities that are the subject of the request will be used by an individual with a disability under the Americans with Disabilities Act (ADA).
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the ADA.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City.
4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including, but not limited to, land use and zoning.
5. Whether the requested reasonable accommodation would be contrary to the public health, safety, or welfare, or be injurious to the property or improvements of adjacent properties.
6. Whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures.
7. Whether alternative reasonable accommodations could provide an equivalent level of benefit.

Program 29 proposes to remove two of the findings above that are part of the City's Reasonable Accommodation approval process for consistency with State law:

- Whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures.
- Whether alternative reasonable accommodations could provide an equivalent level of benefit.

POTENTIAL NONGOVERNMENTAL CONSTRAINTS

The availability and cost of housing is strongly influenced by market forces over which local governments have little or no control. Nonetheless, State law requires that the Housing Element contain a general assessment of these constraints, which can serve as the basis for actions to offset their effects. The primary nongovernmental constraints to the development of new housing in Stockton are the availability of financing and development costs.

AVAILABILITY OF FINANCING

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Jurisdictions can, however, offer interest rate write-downs to extend home purchase opportunities to lower-income households. In addition, government-insured loan programs may be available to reduce mortgage down-payment requirements.

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in Stockton. First-time homebuyers are the group most impacted by financing requirements. Higher interest rates increase a homebuyer's monthly payment and decrease the range of housing that a household can afford. Lower interest rates result in a lower cost and lower monthly payments for the homebuyer.

As shown in **Figure HE-36**, interest rates steadily increased nationwide between 2015 and 2017, increasing 0.2 and 0.3 percent year-over-year for a 30-year fixed-rate mortgage. Interest rates decreased in 2018 and began increasing again in 2019. During the start of 2020, interest rates dropped to a historic low and rose in 2022. As shown in **Figure HE-37**, in 2022, the increases in interest rates month-to-month were as high or higher than the year-over-year increases from 2015 to 2017. Interest rates peaked at 7.0 percent for a 30-year fixed-rate mortgage and 6.3 percent for a 15-year fixed-rate mortgage.

Interest rates are currently higher than they have been since 2008. When interest rates rise, the market typically compensates by decreasing housing prices. Similarly, when interest rates decrease, housing prices begin to rise. There is often a lag in the market, causing housing prices to remain high when interest rates rise until the market catches up. Lower-income households often find it most difficult to purchase a home during this time period.

Figure HE-36: Historical Mortgage Rates
United States, January 2015-January 2021

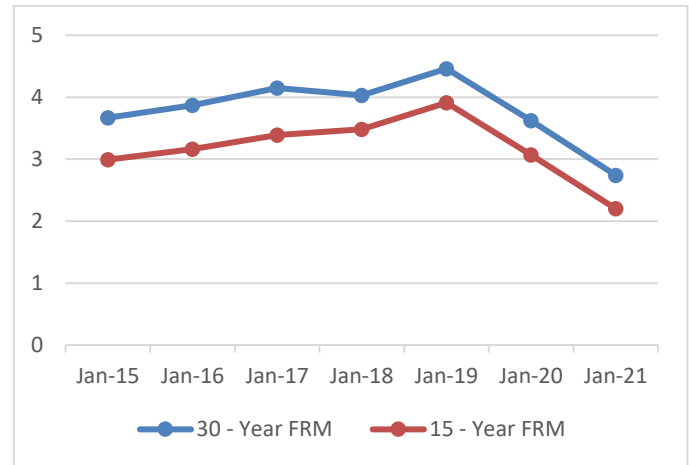
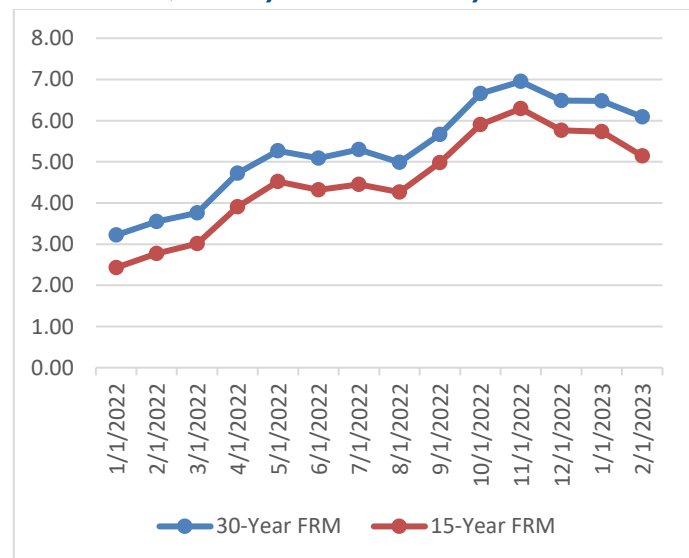


Figure HE-37: Mortgage Rates
United States, January 2022 – February 2023



Mortgage Rates: FRM- Fixed Rate Mortgage

Source: Freddie Mac Primary Mortgage Market Survey, 2022.

DEVELOPMENT COSTS

Land Costs

Costs associated with the acquisition of land include both the market price of raw land and the cost of holding the property throughout the development process. Land acquisition costs can account for over half of the final sales price of new homes in small developments and in areas where land is scarce.

The main determinant of land value is market demand. Builders will pay a premium for residential land in a strong market when expected buyers are plentiful. Raw residential land sold for well over per acre with no site improvements in Stockton.

The market is improving and land values are beginning to rise as a result. Based on a recent (December 2022) survey in Stockton, the average price per acre was \$213,100. The survey was based on residential sites listed on Redfin.com, an online real estate database. The median lot size was 3.08 acres. There was a wide variety of locations for the land listed from infill sites, established suburbs, and a few greenfields on the outskirts of the city.

Construction Costs

Housing construction costs can act as a constraint to the affordability of new housing. However, the cost of construction varies with the type, size, location, and amenities of the development. “Entry-level” homes have far fewer amenities than other higher-priced custom homes. The Craftsman Book Company is a resource that provides construction cost estimates for specific geographic areas by ZIP code. According to the Craftsman Book Company’s 2022 estimates, construction costs for a single-family home are approximately \$151 per square foot. This is based on costs calculated for a 2,000-square-foot, wood-framed, single-story, four-cornered home, of good quality construction and including a two-car garage and forced-air heating/cooling in Stockton. Estimated total construction costs for such a home are \$302,248. These construction costs include labor, materials, and equipment but do not include costs of buying land.² The increased use of prefabricated factory-built or manufactured housing, which is permitted in all residential districts throughout the city (consistent with

California State law), may provide for lower-priced housing by reducing construction and labor costs.

According to the Craftsman Book Company’s 2022 estimates costs for multifamily construction are approximately \$121 per square foot. This is based on costs calculated for a three-story building in Stockton with 40 units and an average unit size of 1,000 square feet each. The calculation is for a wood or light steel frame structure, including forced air heating and cooling and constructed of good quality materials. The estimated total construction costs for each unit are \$104,573, and total construction costs for the building are \$4,420,124. These construction costs include labor, materials, and equipment but do not include costs of buying land or off-street parking.¹ Additionally, the City received a job value estimate with construction costs for a 27-unit multifamily three-story residential building. The one-bedroom, 27-unit project estimates construction costs at \$192,253 per unit.

Although the economy is currently fairly strong some builders are still reluctant to start new construction projects because of construction costs and interest rates are on the rise. There is little that the City can do to mitigate the impacts of high construction costs except by avoiding local amendments to uniform building codes that unnecessarily increase construction costs without significantly adding to health, safety, or construction quality. Because construction costs are similar in the city to those in other Central Valley areas, the cost of construction alone is not considered a major constraint to housing production.

Available Dry Utilities

Dry utilities, including cable, electricity, and telephone service, are available to all areas within the city.

- Electricity: Pacific Gas and Electric Company
- Mobile Coverage: AT&T and Comcast

² 2022 National Building Cost Manual and 2022 952-02,03,04,05,07, 09, and 10 zip code modifiers, Craftsman Book Company.

EVALUATION

The following section reviews and evaluates the City's progress in implementing the 2015-2023 Housing Element. This section analyzes and effectiveness of policies and programs for the previous Housing Element planning period. This section also contains recommendations for program changes to address housing needs for the 2023-2031 planning period.

During the 2015-2023 Housing Element planning period, the City completed or embarked on multiple major long-range planning projects including the General Plan Update, Climate Action Plan, zoning consistency work, and Comprehensive Development Code update. The Shape Stockton efforts are currently underway which include this Housing Element Update, Housing Action Plan, Neighborhood Action Plans as well as the Comprehensive Development Code Update. The City also experienced the impacts of the COVID-19 pandemic.

The City implemented many of the programs it hoped to accomplish during the 2015-2023 planning period, but some programs did not move forward as much as expected. In addition, state law regarding housing has changed substantially since the adoption of the 2015-2023 Housing Element. This evaluation focuses on maintaining the programs that will be most effective to meeting housing needs and adding programs that address the updates to state law. **Table HE-67** below provides a detailed review of progress towards implementation of the

2015-2023 Housing Element programs. The element must also provide a cumulative evaluation of the effectiveness of past goals, policies, and related actions in meeting the housing needs of special needs populations (e.g., elderly, persons with disabilities, large households, female headed households, farmworkers, and persons experiencing homelessness).

- In 2021, the City applied for HomeKey funds and received a total of \$4,752,284. Of the \$4,752,284, about \$4,072,280 were used towards the rehabilitation of a 15-unit apartment complex for victims of domestic violence. The rest of the funds (\$680,004) were allocated to Town Center Studios, a 40-unit permanent supportive housing solution that works to end homelessness for Stockton residents.
- To ensure safe and habitable emergency shelters and facilities, the City allocated funding towards the rehabilitation of the Gospel Center Rescue Mission, the Community Medical Centers building, and the Women's Center Youth & Family Services facilities and the restrooms at Oak Park, and the acquisition, construction, and rehabilitation funding for temporary or transitional shelters.
- During the 5th planning cycle, the City allocated a total of \$65,880 in CDBG funds towards the Disability Resource Agency for Independent Living

(DRAIL) as well as Community Center for the Blind and Visually Impaired (CBVI).

- Between 2017 and 2021, the City of Stockton consistently received CDBG, HOME and ESG funds totaling approximately 44.3 million in funds. These funds have been allocated towards gap financing for affordable housing developers, Single-Family Repair Loan Program, Single-Family Emergency Repair Program. As well as supporting fair housing activities and funding local emergency shelters homeless services, rapid re-housing, and rental assistance service.
- Sierra Vista, located in south Stockton, south of Dr. Martin Luther King Jr. Boulevard (formerly Charter Way), is home to approximately 274 families. To maintain the affordability of the Sierra Vista apartments, the City committed two million dollars to phase two of redevelopment.
- To provide housing and supportive services to special-needs households and individuals the City of Stockton's allocated a total \$17,407,480 in Homeless Assistance Program (HHAP) and Permanent Local Housing Assistance program (PLHA) funds.

Table HE-67: Review of 2015-2023 Housing Element Programs

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
Program 1: Adequate Sites Monitoring Adequate Sites Monitoring: The City shall biennially update its vacant land inventory, including an updated inventory of potential infill sites (smaller vacant and underutilized parcels). The City shall make the updated inventory available to the public and development community via the City's website.	The City continuously updates its website to maintain its vacant and underutilized parcel list. Economic Development and Community Development staff continue to be responsible for updating the vacant/underutilized database with vacant/underutilized parcel list.	Continue, combine with Program 2
Program 2: No Net Loss Zoning For any downzoning or project approval for fewer housing units and/or at lower densities than assumed in the Housing Element, the City shall make findings that there is still adequate capacity to meet the remaining housing need, consistent with "no-net-loss" zoning law (AB 2069).	The City reviews all rezoning applications and conducts No Net Loss findings, when appropriate, as required by Government Code Section 65683.	Continue, combine with Program 1
Program 3: Settlement Agreement Implementation The City shall develop a comprehensive housing strategy to meet the housing targets identified in the Settlement Agreement. The comprehensive strategy shall include measures to enable development of 4,400 residential units in the Greater Downtown Area by 2035. Potential strategies could include adopting less restrictive zoning in the Downtown and Greater Downtown or expanding the Commercial Downtown (CD) zoning district to allow greater densities in the Greater Downtown.	The City continuously promotes the successful completion of its agreed-upon number of required affordable housing units as outlined in the City's (Affordable) Settlement Agreement. During the planning period, the City gained 261 new units, of which 174 units are affordable units, with these 6 completed housing projects in the Greater Downtown: 1. Cal Weber, completed in 2016, 40 affordable units 2. Veteran's Anchor Village, completed in 2018, 51 units 3. Medici Artist Lofts, completed in 2019, 34 units 4. Liberty Square (formerly Hunter Street Apartments), completed in 2022, 74 affordable units 5. Grand View Village, to be completed in 2023, 75 affordable units 6. Crossway Residences, multiple sites completed in 2020 and 2021, 41 units of affordable supportive housing Another completed project outside of the Greater Downtown is: 1. Sierra Vista Phase I and Phase II, completed in 2020, 215 affordable units In 2020, the City updated its Five Year Consolidated Plan, describing the City's plan to create additional affordable units. The City also completed San Joaquin Community Response to Homelessness Strategic Plan with the goal of	Modify and continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	enabling over 200 new units of permanent housing by 2025. The City is drafting a Housing Action Plan (HAP) concurrently with its 6th Cycle Housing Element, with anticipated completion in 2023. The HAP is funded by a Local Early Action Planning (LEAP) grant. In addition, remaining obligations under the settlement agreement shifted with the City's adoption of the Climate Action Plan in 2014 and the General Plan update in 2018. The City has taken several other actions already, including parking reductions for housing (zero off-site required quarter mile of ACE Cabral Station), increased residential densities in the Greater Downtown area, streamlined multifamily housing applications – multifamily is now allowed by-right, fee waivers, and Community Development Block Grant (CDBG) funding for downtown infill infrastructure.	
Program 4: Public Facilities Repair and Replacement Through implementation of the Consolidated Plan, and upon funding availability, the City shall continue to identify and target low-income neighborhoods for the expansion of existing facilities/infrastructure, replacement of deteriorating facilities, and construction of new facilities/infrastructure to increase quality of life for Stockton residents.	Since the 2015-2016 fiscal year (FY), the City has funded more than 30 public facility projects with CDBG funds. In the 2018-2019 FY, the City allocated \$900,000 in CDBG funds for the Downtown Infrastructure Infill Incentive Program. In the 2021-2022 FY, the City continued to fund the Downtown Infrastructure Infill Incentive Program, as well as rehabilitated the sleeping quarters and bathroom at the Gospel Center Rescue Mission, the Community Medical Centers building, and the Women's Center Youth & Family Services facilities, which serve domestic violence victims and homeless youth, renovated the restrooms at Oak Park, and the acquisition, construction, and rehabilitation funding for temporary or transitional shelters.	Continue
Program 5: Study Fee Deferral Program for Affordable Housing The City shall develop a program for consideration of adoption by the City Council to defer fees for affordable housing until certificate of occupancy.	The Affordable Housing Nexus and Linkage Fee report was prepared in 2020-2021. The City decided to not continue to phase two, which would have been adoption of a fee deferral program, as the housing market, which was already causing housing costs to skyrocket, couldn't handle an added fee. It didn't make sense to add a new fee and still encourage construction. The City is drafting a Housing Action Plan (HAP) concurrently with its 6th Cycle Housing Element, with an anticipated completion date of March 2023. The HAP is funded by a LEAP grant.	Delete

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
Program 6: Coordination with the Housing Authority of San Joaquin County The City shall continue to work closely with the Housing Authority of San Joaquin County in providing assisted housing through the Housing Voucher Program (Section 8), and in providing housing and supportive services to special needs households and individuals.	The City continuously works with the Housing Authority of San Joaquin County in providing Housing Choice Vouchers to residents. In 2017, 54 of the Conway Homes received permits for rehabilitation. In 2018, the City committed two million dollars to phase two of the Sierra Vista apartments, which included 115 new units. The City approved the distribution of funding from the Housing and Homeless Assistance Program (HHAP) (in 2020 and 2021) and the Permanent Local Housing Assistance program (PLHA) (in 2021) to provide housing and supportive services to special-needs households and individuals. Three rounds of HHAP funding have been released. The City of Stockton's current allocations total \$17,407,480: • Round 1: \$6,460,266 • Round 2: \$3,053,944 • Round 3: \$7,893,270 Round 1 and Round 2 funds have been received and are in the process of being disbursed to homeless service providers and affordable housing developers to meet a variety of needs, including shelter expansions and operations and new permanent housing projects. On June 21, 2022, the City approved a multi-year spending plan for HHAP funds and authorized the submission of the HHAP Round 3 application. On September 4, 2022, CAL ICH approved the City's request for HHAP Round 3 funds; however, the formal agreement to accept and appropriate funds is still in process.	Continue and expand to address Assembly Bill (AB) 686, including promoting voucher use in high and moderate resource areas (as identified by the California Tax Credit Allocation Committee (TCAC)/HCD).
Program 7: State and Federal Funding The City shall continue to apply annually for Federal entitlement funds under the CDBG, HOME and ESG Programs, and shall pursue additional State and Federal funding that becomes available during the planning period. The City shall support housing organizations and affordable housing developers by assisting in applications for funding, drafting letters of support and resolutions, and identifying potential sites for affordable housing.	Funding sources are evaluated annually. In the 2017-2018 fiscal year (FY), the City of Stockton received a total of \$5,533,127 from the United States Department of Housing and Urban Development (HUD), the following are the entitlement allocations: • CDBG - \$3,451,760 • HOME - \$1,190,818 • ESG - \$283,028 • Special "extra: allocation - \$607,521 In FY 2018-2019, the City received a total of \$5,501,322 from HUD, the following are the entitlement allocations: • CDBG - \$3,451,760 • HOME - \$1,759,186	Continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	• ESG - \$290,376 In FY 2019-2020, the City received a total of \$5,234,705 from HUD, the following are the entitlement allocations: • CDBG - \$3,329,801 • HOME - \$1,612,015 • ESG - \$292,889 In FY 2020-2021, the City received a total of \$16,240,671 from HUD, the following are the entitlement allocations: • CDBG - \$3,427,828 • HOME - \$1,593,808 • ESG - \$292,582 • CDBG CARES Act funding - \$1,859,563 • CDBG CV 1 - \$2,016,786 • ESG CV1/CV2 - \$7,050,104 In FY 2021-2022, the City received a total of \$11,822,452 from HUD, the following are the entitlement allocations: • CDBG - \$3,388,867 • HOME - \$1,760,529 • HOME ARPA - \$6,380,677 • ESG - \$292,379 The City also received Redevelopment Successor Agency Repayments to CDBG every year, portions of which were allocated to the Housing Loan Pool. The distribution of funds varies and are as follows: HOME funds are allocated as gap financing for affordable housing developers through an annual competitive application process. CDBG funds are used for the Single-Family Repair Loan Program, the Single-Family Emergency Repair Program, and to support housing organizations, such as San Joaquin Fair Housing. ESG funds are allocated to local emergency shelters homeless services, rapid re-housing, and rental assistance services. In 2021, the City applied for or received funding from a number of State and federal funding sources, including REAP, HomeKey, PLHA, and HHAP. • -HHAP \$17,407,480 • -REAP (SJCOG) \$621,150	

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	-HomeKey-2 (2022 - Villa D' Flore) \$4,072,280 -HomeKey-1 (Town Center Studios) \$680,004 -PLHA \$10,268,580 (\$2,053,716/yr over 5 yrs) -LEAP (HCD) \$750,000 -REAP 2.0 (SJCOG NOFA coming soon)	
Program 8: Continue to Operate Down Payment Assistance Program The City shall continue to administer its Down Payment Assistance Program for low-income first-time homebuyers using a variety of funding sources including CDBG and HOME funds.	The City continues to operate the Down Payment Assistance Program, which lends up to \$10,000 in assistance, or 5 percent of the purchase price plus the closing costs and accessibility repairs for persons with physical impairments. No loans were awarded between 2017 and 2023. In 2022, the City decided to merge this program with the Home Key program.	Combine with Program 7 and continue
Program 9: Priority Sewer and Water Service for Affordable Housing The City shall adopt policies and procedures to provide priority sewer and water service for developments that include lower income housing units, consistent with State law (Government Code Section 65589.7).	The City intends to implement this program as part of the currently underway Development Code Update.	Continue
Program 10: Inclusionary Housing Evaluation The City shall conduct a study to investigate the feasibility of an Inclusionary Housing Program. The study shall include an analysis of the potential options and requirements, such as the appropriate percentage of affordable units, income eligibility criteria, methods by which developers could meet the requirements, appropriate resale restrictions on ownership units, and time frame for affordability of units. Based on the findings of the study, the City Council shall consider adoption of an inclusionary housing program, as appropriate.	In 2020, the City contracted with consultants to conduct a study for the feasibility of an Inclusionary Housing Program. This study was completed in 2021. The study concluded that the current market in the city doesn't support an inclusionary requirement. Further consideration of a voluntary inclusionary requirement or potential inclusion of affordable units as part of development agreements are being considered by the city moving forward.	Delete
Program 11: Infill Strategy The City shall develop a strategy to facilitate the development of infill projects in the Downtown and Greater Downtown Areas. The Infill Strategy shall identify actions and incentives to promote infill development. These strategies and incentives could include allowing less restrictive height limits, setbacks, and parking requirements; planning infrastructure improvements; and streamlining the permitting process.	The Downtown Infrastructure Infill Incentive Program, approved in 2015, provides financial incentives to eligible parties in developing new market-rate residential, commercial, or mixed-use projects in Downtown Stockton. This program will expire in 2025, unless extended by the City Council. During the 2018-2019 fiscal year (FY), The City allocated \$900,000 in CDBG funds for the Downtown Infrastructure Infill Incentive Program. Additionally, during the 2018-2019 FY, the City was awarded a \$600,000 Environmental Protection Agency (EPA) Brownfields Assessment Grant in partnership with San Joaquin Council of Governments (SJCOG) and the City's Successor Agency. The City contracted with a consultant in 2019 to prepare	Continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	a Brownfields Site Revitalization Program. Assessment activities will continue to focus on the city's downtown and waterfront. The grant award is split evenly between evaluating sites with hazardous substances and petroleum contamination; it will be used to conduct six preliminary (Phase I) and five advanced (Phase II) environmental site assessments and to prepare an area-wide plan and three site-specific plans. Grant funds also will be used to update the site inventory, prioritize sites, and support community outreach activities. Several of the zoning strategies have already been implemented as part of the 2020-2022 Phased Code update, and remaining items will also be implemented in the 2023 Code overhaul.	
Program 12: Infill Site Assembly The City shall actively work with local property owners and developers to assist in the consolidation and assembly of small infill parcels for residential projects, particularly as it related to parcels listed in the sites inventory and parcels with multiple owners. The City shall process lot mergers ministerially, and shall offer incentives, such as expedited processing, in addition to the incentives already offered to infill development.	The City continued to look for opportunities to work with and assist local property owners and developers in the consolidation and assembly of small infill parcels for residential projects, but not many consolidations occurred. As specified in Stockton Municipal Code Section 16.200.030, lot consolidation requests are processed ministerially. The City is updating infill requirements in the Development Code as part of the Comprehensive Development Code Update. The City is also working on mapping potential infill sites that are vacant and ready for development as part of the Housing Action Plan, current underway.	Continue
Program 13: Development Outside Infill Areas The City shall submit for City Council adoption amendments to the General Plan to ensure that development outside City limits as of the effective date of the Settlement Agreement does not occur in a manner that is out of balance with infill development (i.e., development within existing city limits). These proposed amendments shall include measures limiting the granting of entitlements for projects (i.e., specific plan, master plan, or other projects of significance) outside the City limits until firm, effective milestones that will assure that specified levels of infill development, jobs-housing balance goals, and greenhouse gas (GHG) and vehicle miles traveled (VMT) reduction goals, once established, are met. As part of this process, the City shall consider the impacts on the cost, supply, and affordability of housing.	The City adopted its 2040 General Plan in 2018. It includes goals and actions on greenhouse gas (GHG) emissions and vehicle miles traveled (VMT) that stem from the City's Climate Action Plan (CAP) and will continue to be implemented through entitlement and the Capital Improvement Plan (CIP) projects review. This Plan includes these actions: • Action LU-6.1F: Evaluate and implement adjustments to the Public Facilities Fee (PFF) structure to encourage development in areas where infrastructure is already present and ensure that non-infill development pays its fair share of anticipated citywide capital facilities and operational costs. • Action LU-6.2A: Develop and implement an infill incentive program that encourages infill development through expedited permitting,	Delete

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	changes in fee structures, prioritizing infrastructure improvements in infill areas, property owner and/or landlord incentives to maintain property and reduce blight, and/or other strategies. As part of this program, the City defines and prioritizes categories of infill types based on land use and residential density or nonresidential intensity. • Action LU-6.2B: Ensure prioritization of development and redevelopment of vacant, underutilized, and blighted infill areas be considered through strategies such as zoning changes and strategies to avoid gentrification. • Action LU-6.5A: Require preparation of a fiscal impact analysis for large development projects and annexations to ensure a full accounting of infrastructure and public service costs and require fiscal mitigations when necessary. As part of this program, the City defines and prioritizes categories of infill types based on land use and residential density or nonresidential intensity.	
Program 14: Development Code Amendment for Compliance with State Law The City shall amend the Development Code to allow care homes for six persons or fewer in the RE zone to fully comply with State law, which requires State licensed group homes for six or fewer to be treated as a single family home.	This program was completed in 2020. However, state law has changed and new requirement will need to be addressed.	Combine with Program 15 and modify to address current State law
Program 15: Review Development Code Standards for Possible Revision Following the Comprehensive General Plan Update, the City shall review and evaluate the Development Code for consistency and shall explore ways to maximize housing opportunities on small lots. Possible changes to the Development Code might include: • Reducing the minimum lot area required for a PUD or the possibility of creating an alternative zoning designation for smaller lot developments of less than 2 acres. The purpose of this alternative zoning designation would be to allow different development standards to permit higher densities in infill areas.	Since adoption of the 2040 General Plan in 2018, the City has amended the Development Code in two phases to remove AUP requirements for high multifamily residential development citywide, allow accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) with flexible development standards, reduce or eliminate parking for specific housing developments, maximized local Density Bonuses to allow 100% bonuses, and increased allowable densities. The City completed additional amendments related to Zoning Map and General Plan inconsistencies in a third phase in 2022. The City is partway through a Comprehensive Development Code Update. Completion is anticipated in 2023.	Modify to remove completed items, add any new State law requirements. The modified program will be implemented through the currently underway Comprehensive Development Code Update.

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
• Reviewing site development standards to see if there are ways to use space more effectively in order to develop more units and usable open space. • Only permitting single-family homes within RM and RH zones for isolated parcels that cannot feasibly be developed in a more intense fashion. • Reviewing development standards for homes on small lots (e.g., reduced setbacks, parking, yard requirements). • Removing the AUP requirement for high density residential development in the Greater Downtown. • Reducing the minimum lot area required for a PUD or the possibility of creating an alternative zoning designation for smaller lot developments of less than 2 acres. The purpose of this alternative zoning designation would be to allow different development standards to permit higher densities in infill areas.		
Program 16: Monitor Article 34 Authorization The City shall request voter approval on a future ballot for its Article 34 Authorization, which expires in 2020. Thereafter, the City shall annually monitor the number of remaining units allowed under its Article 34 authorization and schedule a new election when needed to limit the lack of authorization as a constraint to the development of affordable housing.	Measure K, which required a simple majority, passed with 74.86% of the electorate participating in the 2018 election. The election results were ratified by the Stockton City Council at the regularly scheduled meeting on December 18, 2018. The City continues to monitor the remaining number of units authorized. SCA-2 was signed into law in 2022, which will place a repeal of Article 34 on the 2024 California ballot.	Delete
Program 17: Fiscally-Positive Impact Fees The City shall develop and adopt impact fees on new development or other ongoing funding mechanisms (e.g., community facilities districts) in accordance with State law to ensure that all development outside the existing City limits as of the effective date of the Settlement Agreement (i.e., non-infill areas) is fiscally-positive to the City. Specific details of the fee structure shall be determined as part of the comprehensive strategy for implementing the Settlement Agreement. As part of this process, the City shall consider the impacts on the cost, supply, and affordability of housing and ensure that fees do not unduly constrain housing development.	Approved in 2018, the Greater Downtown Stockton Residential Development Public Facilities Fees (PFFs) Exemption Program provides a waiver for certain PFFs for all new residential development within the Greater Downtown Stockton area. The Citywide Affordable Housing Development Public Facilities Fees Exemption Program provides an exemption for certain PFFs for new affordable housing developments within city limits. For other developments that do not qualify under these two programs, the City's Stockton Economic Stimulus Plan (SESP) provides a fee reduction for single-family and multifamily residential projects and a 50% fee reduction for commercial and industrial projects within city limits. The SESP Program will expire when the City completes the Master Infrastructure Plans and PFF Nexus Study, and	Modify and continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
	when the new fees are in effect. The City is considering modifying this program to only address multi-family projects.	
Program 18: Preserve At-Risk Units The City shall continue to work with owners of “at-risk” projects to discuss the timing of a possible sale and potential sales price. The City shall ensure owners have met the tenant noticing requirements as set forth in California Government Code Sections 65863.10 and 65863.11. The City shall contact non-profit housing providers that work in the Stockton area to see if any are interested in acquiring and rehabilitating “at-risk” projects. Assuming there is interest, the City shall provide technical assistance as needed and funding as available to these housing providers.	During the 5th Housing Element Cycle, there were four affordable housing projects with a total of 552 units at risk of conversion prior to December 31, 2025: • Steamboat Landing (150 units, 2023) • Village East (190 units, 2022) • Hammer Lane Village (130 units, 2017) • Silvercrest (82 units, 2016)	Continue and update to comply with current State law
Program 19: Housing Rehabilitation Programs The City shall continue to administer its owner-occupied loan program and emergency repair program using a variety of funding sources including CDBG and HOME	The City continues to administer its owner-occupied rehabilitation loan program and emergency repair program, including the Single-Family Loan Program and the Single-Family Emergency Repair Program. The City	Continue
Program 20: Code Enforcement Programs The City shall continue to inspect housing units in targeted areas to check for building code violations. In situations where properties cannot be rehabilitated, the City will continue to enforce the removal and replacement of substandard units.	The City continued to inspect housing units in targeted areas to check for building code violations throughout the planning period.	Continue
Program 21: Neighborhood Stabilization Program Funds The City shall use the remaining Neighborhood Stabilization Program funds to rehabilitate foreclosed properties.	The program’s funds were used to purchase and rehabilitate foreclosed properties. In 2017, the City acquired and/or rehabilitated six apartment complexes.	Delete
Program 22: Point-in-Time Homeless Count The City shall continue to participate in the countywide Point-in-Time homeless count to determine the number and characteristics of both sheltered and unsheltered homeless in San Joaquin County.	The City collaborated with the San Joaquin Continuum of Care (CoC) for the 2019 Point-in-Time Count (PIT). The City continues to work with the CoC to determine the appropriate time to conduct the next PIT homeless count, considering the circumstances of the COVID-19 pandemic. This effort will continue but this program does not need to be included in the Housing Element so will be deleted.	Delete
Program 23: Continue to Support Organizations Assisting Homeless Persons Continue to Support Organizations Assisting Homeless Persons: The City shall annually apply for and continue to pursue State and Federal funds available to the City, private donations, and volunteer assistance to support	The City has received ESG funds from HUD every year since 2016, as detailed earlier in this table. The City allocates ESG funds to local emergency shelter homeless services, rapid re-housing, rental assistance services, and the Homeless Management Information System (HMIS). As part of the 2020-2025 Consolidated Plan update	Continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
homeless shelters. The City shall continue to provide financial assistance from its Emergency Solutions Grant (ESG) funding to homeless service providers and continue to support additional development of shelter facilities as requested by shelter providers. In addition, the City shall review the need for additional shelter facilities and services when it updates its Consolidated Plan.	completed in 2020, the City reviewed and acknowledged the need to support the acquisition, rehabilitation, or construction of emergency shelter facilities.	
Program 24: Reasonable Accommodation Public Outreach The City shall prepare public information brochures and website information on reasonable accommodations for disabled persons and translate the materials to provide information to residents with language barriers. The City shall make this information available at the public counter and distribute the materials to community groups and organizations that represent persons with disabilities.	All City-funded affordable housing projects and supportive service programs affirmatively further fair housing by marketing the projects/programs to those least likely to apply. The marketing materials are forwarded to agencies that target individuals with disabilities, homeless persons, and low-income households of various ethnicities and backgrounds.	Continue, combine with Program 27
Program 25: Continue to Assist the Disabled in Community Development Block Grant Project Areas The City shall continue to include special provisions for housing the disabled in CDBG project areas, including mobility grants for homes (e.g., Emergency Repair Program) and handicapped accessibility features.	The City funded the Disability Resource Agency for Independent Living (DRAIL) with \$30,000 allocated in CDBG funds in the 2018-2019 fiscal year (FY) and \$15,000 in the 2019-2020 FY. The City also provided \$7,550 in the 2019-2020 FY and \$13,330 in the 2020-2021 FY of CDBG funding to the Community Center for the Blind and Visually Impaired (CBVI).	Continue
Program 26: Assist Farm Workers The City shall continue to provide ongoing assistance to farm laborers by working with the San Joaquin Housing Authority, San Joaquin County, agricultural employers, farm labor housing advocates, and the development community to develop affordable, decent housing for farm workers.	The City continued to work with the San Joaquin Housing Authority, San Joaquin County, agricultural employers, farm labor housing advocates, and the development community to identify opportunities to develop affordable, decent housing for farm workers.	Continue
Program 27: Housing for Persons with Developmental Disabilities The City shall work with the Valley Mountain Regional Center to implement an outreach program that informs families within the city on housing and services available for persons with developmental disabilities. The program could include the development of an informational brochure, posting information on the City's website, and/or conducting workshops.	The City continued to work with the Valley Mountain Regional Center to implement an outreach program. The City has provided capital and operating funding to nonprofit developers to encourage the development of new housing for persons with disabilities, including those with developmental disabilities, and for the improvement of existing housing units occupied by persons with disabilities. There hasn't been as much funding for this type of project in recent years.	Continue, combine with Program 24
Program 28: Analysis of Impediments to Fair Housing The City shall review and update its Analysis of Impediments to Fair Housing Report every five years.	The City updated its Analysis of Impediments to Fair Housing Report in 2020.	Combine into a new fair housing program and continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
Program 29: Fair Housing Referrals and Brochures The City shall continue to provide funds from its CDBG Program to San Joaquin County Fair Housing to provide fair housing counseling and education and outreach efforts to city residents. In addition to providing contact information for San Joaquin Fair Housing on the City's website (under the Housing Division), the City shall continue to make referrals to Fair Housing as issues/cases come to the City's attention. The City shall also work with Fair Housing to periodically review and update fair housing brochures that are provided to the public and posted to the City's website. The City shall distribute fair housing information at City offices, the library, community centers, and other community facilities.	The City continuously provided CDBG funding to San Joaquin County Fair Housing. The City continued to coordinate with San Joaquin County Fair Housing and provided resources and contact information on the City's website. Staffing resource limitations have prevented additional accomplishments under this program.	Continue and expand to address AB 686
Program 30: Property Assessed Clean Energy (PACE) Program. The City shall continue to provide programs for property owners to finance the purchase and installation of infrastructure improvements to their properties with no up-front costs for: renewable energy, energy and water efficiency improvements, water conservation upgrades, and/or electric vehicle charging.	The City continued to offer the Property Assessed Clean Energy (PACE) Program.	Continue
Program 31: Green-Up Stockton The City shall continue to encourage voluntary energy assessments for existing housing units built prior to November 1, 2002. The City shall continue to work with community services agencies and PG&E and other funding sources to identify funding and incentivize residential energy efficiency projects.	The City continued to encourage voluntary energy assessments for existing housing units.	Continue
Program 32: Weatherization Activities The City shall advertise local weatherization programs by posting information on the City website and distributing fliers and brochures, and shall refer elderly homeowners, low-income households within certain income limits, and the general public, to agencies offering weatherization programs.	The City uses HUD funding for the owner-occupied Single-Family Repair Loan Program and the Single-Family Emergency Repair Program, which includes weatherization activities. The programs are advertised on the City's website.	Continue

PROGRAM	STATUS OF PROGRAM IMPLEMENTATION	RECOMMENDATION TO CONTINUE, MODIFY, OR DELETE
Program 33: Annual Housing Element Implementation Reporting The City shall review and report annually on the implementation of Housing Element programs for the prior calendar year and present the annual report to the City Council at a public hearing before submitting the annual report to the Department of Housing and Community Development (HCD) and the Office of Planning and Research (OPR).	The City annually presents the Annual Housing Element report to the City Council at a public hearing.	Delete
Program 34: Annual Staff Review The City shall conduct annual staff meetings to review the City's progress in implementing the Housing Element and addressing housing issues, especially issues relating to affordable housing and special needs housing. The City shall use these meetings to coordinate Housing Element implementation with all City departments (e.g., Public Works, Fire, Police, Economic Development, and Recreation).	The City conducts annual staff meetings with departmental staff, particularly Economic Development (ED) and Community Development (CD), to communicate regularly on issues related to the Housing Element and addressing housing issues in Stockton. In 2020, CD staff launched an initiative, alongside ED, to create the City's first Housing Action Plan (HAP). The City is drafting it concurrently with its 6th Cycle Housing Element, with an anticipated completion date of March 2023. The HAP is funded by a Local Early Action Planning (LEAP) grant.	Delete

APPENDIX A: LAND INVENTORY ANALYSIS

A

Table A-1: Sites Inventory

SITE #	ADDRESS	APN	CONSOLIDATED SITES	GENERAL PLAN	ZONING	MIN. DENSITY	MAX. DENSITY	PARCEL ACREAGE	REALISTIC CAPACITY MODIFIER	SITE STATUS	PUBLICLY-OWNED	IDENTIFIED IN PRIOR PLANNING CYCLE(S)	LOWER INCOME CAPACITY	MODERATE INCOME CAPACITY	ABOVE MODERATE INCOME CAPACITY	TOTAL CAPACITY	NOTES	FEMA 500YR FLOOD	USACE 200YR FLOOD	FEMA 100YR FLOOD	DAM INUN-DATION
1-1	348 W MARKET ST STOCKTON CA 95203	13733001	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-2	338 W MARKET ST STOCKTON CA 95203	13733002	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-3	326 W MARKET ST STOCKTON CA 95203	13733003	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-4	318 W MARKET ST STOCKTON CA 95203	13733004	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-5	115 S MONROE ST STOCKTON CA 95203	13733020	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.73	0.4464	Vacant	YES - Special District-Owned	4th and 5th	6		38	44		Yes	No	No	Yes
1-6	248 W MARKET ST STOCKTON CA 95203	13733008	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.07	0.4464	Vacant	YES - Special District-Owned	5th	1		3	4		Yes	No	No	Yes
1-7	248 W MARKET ST && STOCKTON CA 95203	13733009	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.05	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		2	3		Yes	No	No	Yes
1-8	240 W MARKET ST STOCKTON CA 95203	13733010	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-9	226 W MARKET ST STOCKTON CA 95203	13733011	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-10	220 W MARKET ST STOCKTON CA 95203	13733012	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		5	6		Yes	No	No	Yes
1-11	214 W MARKET ST STOCKTON CA 95203	13733013	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.06	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		2	3		Yes	No	No	Yes
1-12	103 S MADISON ST STOCKTON CA 95202	13733014	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.09	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		4	5		Yes	No	No	Yes
1-13	115 S MADISON ST STOCKTON CA 95202	13733015	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.09	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		4	5		Yes	No	No	Yes
1-14	119 S MADISON ST STOCKTON CA 95202	13733016	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	YES - Special District-Owned	4th and 5th	2		8	10		Yes	No	No	Yes
1-15	125 S MADISON ST STOCKTON CA 95202	13733017	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	YES - Special District-Owned	4th and 5th	2		8	10		Yes	No	No	Yes
1-16	126 S MONROE ST STOCKTON CA 95203	13733018	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.15	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		8	9		Yes	No	No	Yes
1-17	124 S MONROE ST STOCKTON CA 95203	13733019	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	YES - Special District-Owned	4th and 5th	2		8	10		Yes	No	No	Yes
1-18	855 W WEBER AV STOCKTON CA 95203	14519003	Yes, 1-18 through 1-21	Commercial	CD(CORE)	20	136	1.97		Vacant	Yes - City Owned		10		56	66	South Pointe Site. Capacity based on RFP.	Yes	No	Yes	Yes
1-19	833 W WEBER AV STOCKTON CA 95203	14527006	Yes, 1-18 through 1-21	Commercial	CD(CORE)	20	136	3.73		Vacant	Yes - City Owned		18		105	123	South Pointe Site. Capacity based on RFP.	Yes	No	Yes	Yes
1-20	705 W WEBER AV STOCKTON CA 95203	14527009	Yes, 1-18 through 1-21	Commercial	CD(CORE)	20	136	3.08		Vacant	Yes - City Owned		15		87	102	South Pointe Site. Capacity based on RFP.	Yes	No	Yes	Yes
1-21	1 *UNASSIGNED STOCKTON CA 95203	14527010	Yes, 1-18 through 1-21	Commercial	CD(CORE)	20	136	0.29		Vacant	Yes - City Owned		2		7	9	South Pointe Site. Capacity based on RFP.	Yes	No	No	Yes
1-22	537 N ARGONAUT ST STOCKTON CA 95203	13525034		Medium Density Residential	RM	8.8	17.4	0.16	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
1-23	835 W FREMONT ST STOCKTON CA 95203	13544213		Commercial	CN(CORE)	20	136	0.12	0.4464	Vacant	NO - Privately-Owned			7		7		Yes	No	Yes	Yes
1-24	1 *UNASSIGNED STOCKTON CA 95203	13545029		Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned			10		10		No	No	Yes	Yes
1-25	1 *UNASSIGNED STOCKTON CA 95203	13545030		Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned			10		10		No	No	Yes	Yes
1-26	1 *UNASSIGNED STOCKTON CA 95203	13545032		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned			6		6		No	No	Yes	Yes
1-27	433 N STOCKTON ST STOCKTON CA 95203	13545038		Commercial	CD(CORE)	20	136	0.12	0.4464	Vacant	NO - Privately-Owned			7		7		No	No	Yes	Yes
1-28	137 W OAK ST STOCKTON CA 95202	13719006		Administrative Professional	CO(CORE)	20	136	0.13	0.4464	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
1-29	604 N COMMERCE ST STOCKTON CA 95202	13719021		Administrative Professional	CO(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
1-30	528 N VAN BUREN ST STOCKTON CA 95203	13720204		High Density Residential	RH(CORE)	20	136	0.17	0.8	Vacant	NO - Privately-Owned	5th		18		18		Yes	No	No	Yes
1-31	522 N VAN BUREN ST STOCKTON CA 95203	13720217		Commercial	CN(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
1-32	519 N LINCOLN ST STOCKTON CA 95203	13721408		Commercial	CG(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	Yes	Yes

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1-33	525 W FREMONT ST STOCKTON CA 95203	13721411		Commercial	CG(CORE)	20	136	0.33	0.4464	Vacant	NO - Privately-Owned	4th and 5th		20		20		Yes	No	Yes	Yes
1-34	530 W FREMONT ST STOCKTON CA 95203	13725011		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned			6		6		No	No	Yes	Yes
1-35	504 W FREMONT ST && STOCKTON CA 95203	13725016		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned			6		6		No	No	Yes	Yes
1-36	518 W FREMONT ST STOCKTON CA 95203	13725027		Commercial	CD(CORE)	20	136	0.29	0.4464	Vacant	NO - Privately-Owned			17		17		No	No	Yes	Yes
1-38	321 W WEBER AV STOCKTON CA 95203	13727023		Parks and Recreation	CD(CORE)	20	136	1.24	0.4464	Vacant	NO - Privately-Owned	5th		75		75		Yes	No	Yes	Yes
1-39	109 S VAN BUREN ST STOCKTON CA 95203	13736026	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.54	0.4464	Vacant	YES - Special District-Owned	4th and 5th	3		29	32		Yes	No	No	Yes
1-40	120 S LINCOLN ST STOCKTON CA 95203	13736027	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.3	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		17	18		Yes	No	No	Yes
1-41	401 W WASHINGTON ST STOCKTON CA 95203	13736028	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.13	0.4464	Vacant	YES - Special District-Owned	4th and 5th	2		5	7		Yes	No	No	Yes
1-42	102 S LINCOLN ST STOCKTON CA 95203	13736039	Yes, 1-1 through 1-17 and 1-39 through 1-42	Commercial	CD(CORE)	20	136	0.21	0.4464	Vacant	YES - Special District-Owned	4th and 5th	1		11	12		Yes	No	No	Yes
1-43	1 *UNASSIGNED STOCKTON CA 95203	13736058		Commercial	CD(CORE)	20	136	0.22	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
1-46	625 N SAN JOAQUIN ST STOCKTON CA 95202	13906014		Commercial	CD(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
1-47	613 N GRANT ST STOCKTON CA 95202	13922307		High Density Residential	CD(CORE)	20	136	0.13	0.4464	Vacant	NO - Privately-Owned	5th		7		7		Yes	No	No	Yes
1-48	622 N STANISLAUS ST STOCKTON CA 95202	13922312		High Density Residential	CD(CORE)	20	136	0.15	0.4464	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	Yes
1-49	845 E OAK ST STOCKTON CA 95202	13922509		High Density Residential	CD(CORE)	20	136	0.23	0.4464	Vacant	NO - Privately-Owned	4th and 5th		13		13		Yes	No	No	Yes
1-50	831 E OAK ST STOCKTON CA 95202	13922510		High Density Residential	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
1-51	821 E OAK ST STOCKTON CA 95202	13922511		High Density Residential	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
1-52	815 E OAK ST STOCKTON CA 95202	13922512		High Density Residential	CD(CORE)	20	136	0.12	0.4464	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
1-53	442 N SUTTER ST 404 STOCKTON CA 95202	13923001		Commercial	CD(CORE)	20	136	0.21	0.4464	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes
1-54	537 E LINDSAY ST STOCKTON CA 95202	13923018		Commercial	CG(CORE)	20	136	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
1-55	519 E LINDSAY ST STOCKTON CA 95202	13923021		Commercial	CG(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
1-56	437 E MINER AV STOCKTON CA 95202	13924017		Commercial	CD(CORE)	20	136	0.35	0.4464	Vacant	NO - Privately-Owned	4th and 5th		21		21		Yes	No	No	Yes
1-57	206 N SUTTER ST STOCKTON CA 95202	13925003		Commercial	CD(CORE)	20	136	0.46	0.4464	Vacant	NO - Privately-Owned			27		27		Yes	No	No	Yes
1-58	532 E MINER AV STOCKTON CA 95202	13925008		Commercial	CD(CORE)	20	136	0.14	0.4464	Vacant	NO - Privately-Owned	5th		8		8		Yes	No	No	Yes
1-59	544 E MINER AV STOCKTON CA 95202	13925027		Commercial	CD(CORE)	20	136	0.23	0.4464	Vacant	NO - Privately-Owned	5th		13		13		Yes	No	No	Yes
1-60	621 E WEBER AV STOCKTON CA 95202	13927014		Commercial	CD(CORE)	20	136	0.8	0.4464	Vacant	NO - Privately-Owned	4th and 5th	48			48		Yes	No	No	Yes
1-61	814 CHANNEL ST STOCKTON CA 95202	13928012		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned	5th		6		6		Yes	No	No	Yes
1-63	925 E MINER AV STOCKTON CA 95202	15111005		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
1-64	128 N AURORA ST STOCKTON CA 95202	15115014		Commercial	CD(CORE)	20	136	0.11	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
2-1	1816 RIVER DR STOCKTON CA 95204	11131024		Low Density Residential	RL	0	8.7	0.53	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		No	No	Yes	Yes
2-2	1819 PRINCETON AV STOCKTON CA 95204	11134006		Low Density Residential	RL	0	8.7	0.65	0.8	Vacant	NO - Privately-Owned	4th and 5th		4		4		No	No	Yes	Yes
2-3	1747 PRINCETON AV STOCKTON CA 95204	11134012		Low Density Residential	RL	0	8.7	0.25	0.8	Vacant	NO - Privately-Owned			1		1		No	No	Yes	Yes
2-4	2000 MARSHALL AV STOCKTON CA 95204	11709014		Institutional	RH(OUTSIDE)	17.5	30	6.75	0.8	Vacant	NO - Privately-Owned		162			162		Yes	No	No	Yes

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2-5	2446 COUNTRY CLUB BL STOCKTON CA 95204	12304005		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned			1		1		No	No	Yes	Yes
2-6	2442 COUNTRY CLUB BL STOCKTON CA 95204	12304010		Low Density Residential	RL	0	8.7	0.57	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		No	No	Yes	Yes
2-7	2433 CANAL DR STOCKTON CA 95204	12304049		Low Density Residential	RL	0	8.7	0.83	0.8	Vacant	NO - Privately-Owned	4th and 5th		5		5		No	No	Yes	Yes
2-8	2204 CANAL DR STOCKTON CA 95204	12330043		Low Density Residential	RL	0	8.7	0.32	0.8	Vacant	NO - Privately-Owned			2		2		No	No	Yes	Yes
2-9	2838 N CALIFORNIA ST STOCKTON CA 95204	12536021		Administrative Professional	CO(OUTSIDE)	17.5	30	1.39	0.4464	Vacant	NO - Privately-Owned	4th and 5th	18			18		Yes	No	No	Yes
2-10	453 HAMPTON ST STOCKTON CA 95204	12537015		Medium Density Residential	RM	8.8	17.4	0.16	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
2-11	557 E PINE ST STOCKTON CA 95204	12538008		Administrative Professional	CO(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-12	539 E PINE ST STOCKTON CA 95204	12538010		Administrative Professional	CO(OUTSIDE)	17.5	30	0.15	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
2-13	437 E PINE ST STOCKTON CA 95204	12538018		Administrative Professional	CO(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-14	20 W WYANDOTTE ST STOCKTON CA 95204	12703036		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
2-15	1502 N EL DORADO ST STOCKTON CA 95204	12708018		Commercial	CG(OUTSIDE)	17.5	30	0.32	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
2-16	406 CHESTNUT ST STOCKTON CA 95204	12714018		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.14	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-17	2121 N CALIFORNIA ST STOCKTON CA 95204	12716212		Administrative Professional	CO(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-18	2031 N CALIFORNIA ST STOCKTON CA 95204	12717121		Administrative Professional	CO(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-19	420 CHESTNUT ST STOCKTON CA 95204	12718022		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-20	417 E WALNUT ST STOCKTON CA 95204	12718029		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-21	415 E WALNUT ST STOCKTON CA 95204	12718030		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-22	411 E WALNUT ST STOCKTON CA 95204	12718031		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-23	409 E WALNUT ST STOCKTON CA 95204	12718032		Medium Density Residential	CO(OUTSIDE)	17.5	30	0.14	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-24	1811 MARSHALL AV STOCKTON CA 95205	12728034		Low Density Residential	RL	0	8.7	3.39	0.8	Vacant	NO - Privately-Owned			23		23		Yes	No	No	Yes
2-25	1 *UNASSIGNED STOCKTON CA 95203	13319038		Low Density Residential	RM	8.8	17.4	0.2	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
2-26	2177 MONTE DIABLO AV STOCKTON CA 95203	13323068		Medium Density Residential	RM	8.8	17.4	0.15	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
2-27	1852 SHIMIZU DR STOCKTON CA 95203	13346006		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
2-28	1002 N YOSEMITE ST STOCKTON CA 95203	13539314		Commercial	CN(GREATER)	20	90	0.12	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
2-29	340 W HARDING WY STOCKTON CA 95204	13708001		Commercial	CG(GREATER)	20	90	0.32	0.4464	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes
2-30	320 W HARDING WY STOCKTON CA 95204	13708002		Commercial	CG(GREATER)	20	90	0.18	0.4464	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
2-31	133 W MAGNOLIA ST STOCKTON CA 95202	13712211		High Density Residential	RH(GREATER)	20	90	0.1	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
2-32	17 W MAGNOLIA ST STOCKTON CA 95202	13712410		High Density Residential	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
2-33	747 N CENTER ST STOCKTON CA 95202	13718028		High Density Residential	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
2-34	39 W PARK ST STOCKTON CA 95202	13718032		High Density Residential	RH(GREATER)	20	90	0.12	0.8	Vacant	NO - Privately-Owned	4th and 5th		8		8		Yes	No	No	Yes

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2-35	107 W PARK ST STOCKTON CA 95202	13718040		High Density Residential	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
2-36	231 E ROSE ST STOCKTON CA 95202	13903023		Low Density Residential	CO(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
2-37	741 N HUNTER ST STOCKTON CA 95202	13905403		Commercial	CD(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately-Owned			9		9		Yes	No	No	Yes
2-38	748 N HUNTER ST STOCKTON CA 95202	13905601		Commercial	CO(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
2-39	719 N CALIFORNIA ST STOCKTON CA 95202	13917407		Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
2-40	701 N CALIFORNIA ST STOCKTON CA 95202	13917408		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
2-41	435 E PARK ST STOCKTON CA 95202	13917409		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
2-42	425 E PARK ST STOCKTON CA 95202	13917410		Commercial	CO(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
2-43	1028 N SUTTER ST STOCKTON CA 95202	13918032		Low Density Residential	CO(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
3-1	821 PLEASANT AV && STOCKTON CA 95205	14104017	Yes, 3-1 through 3-3	Commercial	CG(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned	4th and 5th	1			1	Units not counted towards the RHNA.	Yes	No	No	Yes
3-2	821 PLEASANT AV STOCKTON CA 95205	14104018	Yes, 3-1 through 3-3	Commercial	CG(OUTSIDE)	17.5	30	0.28	0.4464	Vacant	NO - Privately-Owned	4th and 5th	3			3	Units not counted towards the RHNA.	Yes	No	No	Yes
3-3	740 N WILSON WY STOCKTON CA 95205	14107022	Yes, 3-1 through 3-3	Commercial	CG(OUTSIDE)	17.5	30	6	0.4464	Vacant	NO - Privately-Owned	4th and 5th	80			80	Units not counted towards the RHNA.	Yes	No	No	Yes
3-4	1220 E MINER AV STOCKTON CA 95205	15116026	Yes, 3-4 and 3-5	Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
3-5	220 N PILGRIM ST STOCKTON CA 95205	15116059	Yes, 3-4 and 3-5	Commercial	CN(GREATER)	20	90	0.3	0.4464	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes
3-6		14308061		Commercial	CG(OUTSIDE)	17.5	30	3.5	0.4464	Vacant	NO - Privately-Owned	5th	46			46		Yes	No	No	No
3-7	1240 KLINGER RD STOCKTON CA 95205	11710006		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
3-8	2225 WEST LN STOCKTON CA 95205	11710007		Commercial	CG(OUTSIDE)	17.5	30	0.14	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
3-9	1920 N WILSON WY STOCKTON CA 95205	11714024		Commercial	CG(OUTSIDE)	17.5	30	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
3-10	1926 N WILSON WY STOCKTON CA 95205	11714026		Commercial	CG(OUTSIDE)	17.5	30	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
3-11	1934 N WILSON WY STOCKTON CA 95205	11714028		Commercial	CG(OUTSIDE)	17.5	30	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
3-12	1064 WATERLOO RD STOCKTON CA 95205	14105039		Commercial	CG(OUTSIDE)	17.5	30	0.34	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-13	1 *UNASSIGNED STOCKTON CA 95205	14109035		Commercial	CG(OUTSIDE)	17.5	30	0.21	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
3-14	2653 E FREMONT ST STOCKTON CA 95205	14308028		Commercial	CG(OUTSIDE)	17.5	30	0.36	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	No
3-15	704 N FILBERT ST STOCKTON CA 95205	14308036		Medium Density Residential	RM	8.8	17.4	1.3	0.8	Vacant	NO - Privately-Owned	4th and 5th		18		18		Yes	No	No	No
3-16	738 N FILBERT ST F STOCKTON CA 95205	14308037		Medium Density Residential	RM	8.8	17.4	2.54	0.8	Vacant	NO - Privately-Owned	4th and 5th		35		35		Yes	No	No	No
3-17	829 N GOLDEN GATE AV STOCKTON CA 95205	14346016		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	No
3-18	1 *UNASSIGNED STOCKTON CA 95205	15108036		Commercial	CN(GREATER)	20	90	0.4	0.4464	Vacant	NO - Privately-Owned			16		16		Yes	No	No	Yes
3-19	647 N UNION ST STOCKTON CA 95205	15108037		Commercial	CN(GREATER)	20	90	0.64	0.4464	Vacant	NO - Privately-Owned		25			25		Yes	No	No	Yes
3-20	640 N UNION ST STOCKTON CA 95205	15108049		Commercial	CN(GREATER)	20	90	0.47	0.4464	Vacant	NO - Privately-Owned			18		18		Yes	No	No	Yes
3-21	1121 E OAK ST STOCKTON CA 95205	15108054		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-22	1221 E OAK ST STOCKTON CA 95205	15109111		Commercial	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
3-23	1025 E LINDSAY ST STOCKTON CA 95205	15112002		Commercial	CN(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
3-24	1004 E LINDSAY ST STOCKTON CA 95205	15112050		Commercial	CN(GREATER)	20	90	1.03	0.4464	Vacant	NO - Privately-Owned		41			41		Yes	No	No	Yes

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3-25	1 *UNASSIGNED STOCKTON CA 95205	15112054		Commercial	CN(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
3-26	425 N UNION ST STOCKTON CA 95205	15112062		Commercial	CN(GREATER)	20	90	0.7	0.4464	Vacant	NO - Privately-Owned		28			28		Yes	No	No	Yes
3-27	336 N AIRPORT WY STOCKTON CA 95205	15113031		Commercial	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
3-28	1139 CHANNEL ST B STOCKTON CA 95205	15116015		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-29	1435 E WEBER AV STOCKTON CA 95205	15117033		Commercial	CN(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
3-30	1328 CHANNEL ST STOCKTON CA 95205	15117040		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-31	139 N SIERRA NEVADA ST STOCKTON CA 95205	15117043		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
3-32	1339 E WEBER AV STOCKTON CA 95205	15117045		Commercial	CN(GREATER)	20	90	0.1	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
3-33	1327 E WEBER AV STOCKTON CA 95205	15117046		Commercial	CN(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
3-34	1102 E WEBER AV STOCKTON CA 95205	15120301		Commercial	CN(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned	4th and 5th		13		13		Yes	No	No	Yes
3-35	1135 E MAIN ST STOCKTON CA 95205	15120308		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-36	1140 E MAIN ST STOCKTON CA 95205	15120406		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
3-37	1226 E MAIN ST STOCKTON CA 95205	15120603		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-38	20 S PILGRIM ST STOCKTON CA 95205	15120615		Commercial	RH(GREATER)	20	90	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes
3-39	1424 E WEBER AV STOCKTON CA 95205	15121016		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-40	34 S SIERRA NEVADA ST STOCKTON CA 95205	15121036		Commercial	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes
3-41	1348 E MAIN ST STOCKTON CA 95205	15121042		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-42	1405 E MAIN ST STOCKTON CA 95205	15121061		Commercial	CG(GREATER)	20	90	0.36	0.4464	Vacant	NO - Privately-Owned	4th and 5th		14		14		Yes	No	No	Yes
3-43	1120 E MARKET ST STOCKTON CA 95205	15124005		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
3-44	1134 E MARKET ST STOCKTON CA 95205	15124008		Commercial	RH(GREATER)	20	90	0.19	0.8	Vacant	NO - Privately-Owned	4th and 5th		13		13		Yes	No	No	Yes
3-45	1346 E MARKET ST STOCKTON CA 95205	15125106		Commercial	RH(GREATER)	20	90	0.12	0.8	Vacant	NO - Privately-Owned	4th and 5th		8		8		Yes	No	No	Yes
3-46	129 S SIERRA NEVADA ST STOCKTON CA 95205	15125108		Commercial	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
3-47	1604 E LINDSAY ST STOCKTON CA 95205	15302027		Medium Density Residential	RM	8.8	17.4	0.16	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
3-48	1602 E LINDSAY ST STOCKTON CA 95205	15302036		Medium Density Residential	RM	8.8	17.4	0.18	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
3-49	36 N WILSON WY STOCKTON CA 95205	15304018		Commercial	CG(OUTSIDE)	17.5	30	0.71	0.4464	Vacant	NO - Privately-Owned		9			9		Yes	No	No	Yes
3-50	1649 CHANNEL ST STOCKTON CA 95205	15306005		Medium Density Residential	RM	8.8	17.4	0.12	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
3-51	1902 E MARKET ST STOCKTON CA 95205	15309060		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
3-52	1914 MYRTLE ST STOCKTON CA 95205	15309061		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
3-53	1918 MYRTLE ST STOCKTON CA 95205	15309062		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
3-54	2169 E MAIN ST STOCKTON CA 95205	15310504		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
3-55	2269 FINLAND AV STOCKTON CA 95205	15315040		Medium Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
3-56	2202 E LAFAYETTE ST STOCKTON CA 95205	15320201		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes

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3-57	2371 MARSH ST STOCKTON CA 95205	15320616		Commercial	CG(OUTSIDE)	17.5	30	0.2	0.4464	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	No
3-58	2498 E LAFAYETTE ST STOCKTON CA 95205	15321013		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately- Owned	4th and 5th		1		1		Yes	No	No	No
3-59	1710 E MAIN ST STOCKTON CA 95205	15502020		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	Yes
3-60	1718 E MARKET ST STOCKTON CA 95205	15522003		Commercial	CG(OUTSIDE)	17.5	30	0.14	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	Yes
3-61	1736 E MARKET ST STOCKTON CA 95205	15522005		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	Yes
3-62	111 S LOCUST ST STOCKTON CA 95205	15522007		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately- Owned	4th and 5th		1		1		Yes	No	No	Yes
3-63	156 DELLA ST STOCKTON CA 95205	15522055		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	Yes
3-64	120 S LOCUST ST STOCKTON CA 95205	15522061		Commercial	CG(OUTSIDE)	17.5	30	0.25	0.4464	Vacant	NO - Privately- Owned	4th and 5th		3		3		Yes	No	No	Yes
3-65	2136 E MAIN ST STOCKTON CA 95205	15524005		Commercial	CG(OUTSIDE)	17.5	30	0.1	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	Yes
3-66	2144 E MAIN ST STOCKTON CA 95205	15524030		Commercial	CG(OUTSIDE)	17.5	30	0.1	0.4464	Vacant	NO - Privately- Owned	4th and 5th		1		1		Yes	No	No	Yes
3-67	2274 E MAIN ST STOCKTON CA 95205	15535008		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately- Owned	4th and 5th		1		1		Yes	No	No	Yes
3-68	809 SHARON AV STOCKTON CA 95205	15538029		Medium Density Residential	RM	8.8	17.4	0.29	0.8	Vacant	NO - Privately- Owned	4th and 5th		4		4		Yes	No	No	No
3-69	2414 E WORTH ST STOCKTON CA 95205	15539023		Medium Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately- Owned	4th and 5th		1		1		Yes	No	No	No
3-70	2426 E MAIN ST STOCKTON CA 95205	15541007		Commercial	CG(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-71	2428 E MAIN ST STOCKTON CA 95205	15541008		Commercial	CG(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-72	2409 E MAIN ST STOCKTON CA 95205	15542001		Commercial	CG(OUTSIDE)	17.5	30	0.48	0.4464	Vacant	NO - Privately- Owned	4th and 5th		6		6		Yes	No	No	No
3-73	2531 E MAIN ST STOCKTON CA 95205	15543022		Commercial	CG(OUTSIDE)	17.5	30	0.1	0.4464	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-74	2849 E LAFAYETTE ST STOCKTON CA 95205	15703013		Low Density Residential	RL	0	8.7	0.4	0.8	Vacant	Yes - City Owned		1		1	2		Yes	No	No	No
3-75	639 DAVID AV STOCKTON CA 95205	15709030		Commercial	CG(OUTSIDE)	17.5	30	0.22	0.4464	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	No
3-76	2935 E MAIN ST STOCKTON CA 95205	15709031		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	No
3-77	2919 E MAIN ST STOCKTON CA 95205	15709032		Commercial	CG(OUTSIDE)	17.5	30	0.19	0.4464	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	No
3-78	2915 E MAIN ST STOCKTON CA 95205	15709033		Commercial	CG(OUTSIDE)	17.5	30	0.15	0.4464	Vacant	NO - Privately- Owned	4th and 5th		2		2		Yes	No	No	No
3-79	3002 E MAIN ST STOCKTON CA 95205	15710318		Commercial	CG(OUTSIDE)	17.5	30	0.64	0.4464	Vacant	NO - Privately- Owned	4th and 5th	8			8		Yes	No	No	No
3-80		15710319		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-81	1037 NETHERTON AV STOCKTON CA 95205	15711019		Low Density Residential	RL	0	8.7	0.21	0.8	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-82	1114 SULLIVAN AV STOCKTON CA 95205	15713002		Low Density Residential	RL	0	8.7	0.38	0.8	Vacant	NO - Privately- Owned			2		2		Yes	No	No	No
3-83	1106 BURKETT AV STOCKTON CA 95205	15713005		Low Density Residential	RL	0	8.7	1.38	0.8	Vacant	NO - Privately- Owned	4th and 5th		9		9		Yes	No	No	No
3-84	935 S BROADWAY AV STOCKTON CA 95205	15716006		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
3-85	716 S WINDSOR AV STOCKTON CA 95205	15717038		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately- Owned			1		1		Yes	No	No	No
4-1	550 W SONORA ST STOCKTON CA 95203	14703001	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately- Owned		9			9	Units not counted towards the RHNA.	Yes	No	No	Yes
4-2	524 W SONORA ST STOCKTON CA 95203	14703002	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately- Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-3	407 S LINCOLN ST STOCKTON CA 952033311	14703003	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately- Owned		13			13	Units not counted towards the RHNA.	Yes	No	No	Yes
4-4	413 S LINCOLN ST STOCKTON CA 95203	14703004	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately- Owned		6			6	Units not counted towards the RHNA.	Yes	No	No	Yes

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4-5	427 S LINCOLN ST STOCKTON CA 95203	14703005	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned		6			6	Units not counted towards the RHNA.	Yes	No	No	Yes
4-6	443 S LINCOLN ST STOCKTON CA 95203	14703006	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-7	511 W CHURCH ST STOCKTON CA 95203	14703007	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-8	521 W CHURCH ST STOCKTON CA 95203	14703008	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-9	525 W CHURCH ST STOCKTON CA 95203	14703009	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-10	533 W CHURCH ST STOCKTON CA 95203	14703010	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-11	446 S HARRISON ST STOCKTON CA 95203	14703011	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-12	428 S HARRISON ST STOCKTON CA 95203	14703012	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-13	424 S HARRISON ST STOCKTON CA 95203	14703013	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-14	420 S HARRISON ST STOCKTON CA 95203	14703014	Yes, 4-1 through 4-14	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned		4			4	Units not counted towards the RHNA.	Yes	No	No	Yes
4-15	30 W LAFAYETTE ST STOCKTON CA 95203	13731006	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.37	0.4464	Vacant	NO - Privately-Owned	4th and 5th		14		14		Yes	No	No	Yes
4-16	28 W LAFAYETTE ST STOCKTON CA 95203	13731007	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.03	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-17	22 W LAFAYETTE ST STOCKTON CA 95203	13731008	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.05	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-18	2 W LAFAYETTE ST STOCKTON CA 95203	13731009	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
4-19	317 S CENTER ST STOCKTON CA 95203	13731010	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.14	0.4464	Vacant	NO - Privately-Owned	4th and 5th		5		5		Yes	No	No	Yes
4-20	325 S CENTER ST STOCKTON CA 95203	13731011	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	5th		4		4		Yes	No	No	Yes
4-21	339 S CENTER ST STOCKTON CA 95203	13731012	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	Yes
4-22	1 *UNASSIGNED STOCKTON CA 95203	13731013	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	Yes
4-23	40 W SONORA ST STOCKTON CA 95203	13731014	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.06	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-24	31 W SONORA ST STOCKTON CA 95203	13731015	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.06	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-25	43 W SONORA ST STOCKTON CA 95203	13731016	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
4-26	47 W SONORA ST STOCKTON CA 95203	13731017	Yes, 4-15 through 4-26	Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
4-27	2211 S AIRPORT WY STOCKTON CA 95206	16908049	Yes, 4-27 through 4-30	Administrative Professional	CN(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned		1			1	Units not counted towards the RHNA.	Yes	No	No	Yes
4-28	2211 S AIRPORT WY & STOCKTON CA 95206	16908050	Yes, 4-27 through 4-30	Administrative Professional	CN(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned		1			1	Units not counted towards the RHNA.	Yes	No	No	Yes
4-29	2347 S AIRPORT WY STOCKTON CA 95206	16909051	Yes, 4-27 through 4-30	Administrative Professional	CN(OUTSIDE)	17.5	30	0.48	0.4464	Vacant	NO - Privately-Owned		6			6	Units not counted towards the RHNA.	Yes	No	No	Yes
4-30	2361 S AIRPORT WY STOCKTON CA 95206	16909052	Yes, 4-27 through 4-30	Administrative Professional	CN(OUTSIDE)	17.5	30	0.23	0.4464	Vacant	NO - Privately-Owned		3			3	Units not counted towards the RHNA.	Yes	No	No	Yes
4-33	411 S STANISLAUS ST & STOCKTON CA 95203	14926120		Commercial	RH(GREATER)	20	90	1.66	0.8	Vacant	Yes - City Owned	5th	17		102	119		Yes	No	No	Yes
4-34		14729412		Commercial	CG(GREATER)	20	90	0.69	0.4464	Vacant	NO - Privately-Owned		27			27		Yes	No	No	Yes
4-35	507 S LINCOLN ST STOCKTON CA 95203	14703017		Commercial	CG(GREATER)	20	90	0.98	0.4464	Vacant	NO - Privately-Owned		39			39		Yes	No	No	Yes
4-36	510 W CHURCH ST STOCKTON CA 95203	14703018		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
4-37	547 S LINCOLN ST STOCKTON CA 95203	14703020		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
4-38	819 S LINCOLN ST STOCKTON CA 95206	14705004		Industrial	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes

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4-39	821 S LINCOLN ST STOCKTON CA 95206	14705005		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-40	822 S HARRISON ST STOCKTON CA 95206	14705011		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-41	645 W ANDERSON ST STOCKTON CA 95206	14705077		Medium Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-42	1321 S VAN BUREN ST STOCKTON CA 95206	14707605		Low Density Residential	CG(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
4-43	201 TURNPIKE RD STOCKTON CA 95206	14708604		Commercial	CG(GREATER)	20	90	0.15	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
4-44	1201 S CENTER ST STOCKTON CA 95206	14716003		Commercial	CG(GREATER)	20	90	0.31	0.4464	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes
4-45	1203 S CENTER ST STOCKTON CA 95206	14716004		Commercial	CG(GREATER)	20	90	0.57	0.4464	Vacant	NO - Privately-Owned		22			22		Yes	No	No	Yes
4-46	1220 S EL DORADO ST STOCKTON CA 95206	14716023		Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
4-47	44 E CLAY ST STOCKTON CA 95206	14716028		Commercial	CG(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	Yes
4-48	44 W CLAY ST STOCKTON CA 95206	14716032		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
4-49	1113 S EL DORADO ST STOCKTON CA 95206	14719007		Commercial	CN(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
4-50	35 E JACKSON ST STOCKTON CA 95206	14719010		Commercial	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes
4-51	223 E JEFFERSON ST STOCKTON CA 95206	14720112		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-52	1140 S SAN JOAQUIN ST STOCKTON CA 95206	14720313		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-53	915 S SAN JOAQUIN ST STOCKTON CA 95206	14721208		Low Density Residential	RM	8.8	17.4	0.16	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-54	820 S SUTTER ST STOCKTON CA 95206	14721510		Commercial	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-55	804 S SUTTER ST STOCKTON CA 95206	14721511		Commercial	CG(GREATER)	20	90	0.52	0.4464	Vacant	NO - Privately-Owned		20			20		Yes	No	No	Yes
4-56	702 S SAN JOAQUIN ST STOCKTON CA 95203	14722008		Commercial	CG(GREATER)	20	90	0.26	0.4464	Vacant	NO - Privately-Owned			10		10		Yes	No	No	Yes
4-57	1 *UNASSIGNED STOCKTON CA 95203	14722011		Commercial	CG(GREATER)	20	90	0.35	0.4464	Vacant	NO - Privately-Owned			14		14		Yes	No	No	Yes
4-58	713 S CALIFORNIA ST STOCKTON CA 95203	14723002		Commercial	CG(GREATER)	20	90	0.78	0.4464	Vacant	NO - Privately-Owned		31			31		Yes	No	No	Yes
4-59	440 E WORTH ST STOCKTON CA 95206	14724005		Low Density Residential	CN(GREATER)	20	90	0.21	0.4464	Vacant	NO - Privately-Owned			8		8		Yes	No	No	Yes
4-60	918 S CALIFORNIA ST B STOCKN CA 95206	14724037		Low Density Residential	RM	8.8	17.4	0.25	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	No	No	Yes
4-61	1120 S AMERICAN ST STOCKTON CA 95206	14727033		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-62	1219 S STANISLAUS ST STOCKTON CA 95206	14727040		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-63	627 E WORTH ST STOCKTON CA 95206	14729207		Commercial	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-64	817 S GRANT ST STOCKTON CA 95206	14729402		Commercial	CG(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
4-65	825 S GRANT ST STOCKTON CA 95206	14729403		Commercial	CG(GREATER)	20	90	0.34	0.4464	Vacant	NO - Privately-Owned			13		13		Yes	No	No	Yes
4-66	707 E WORTH ST STOCKTON CA 95206	14729409		Commercial	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-67	747 S GRANT ST STOCKTON CA 95203	14730005		Commercial	CG(GREATER)	20	90	0.46	0.4464	Vacant	Yes - City Owned				18	18		Yes	No	Yes	Yes
4-68	720 S STANISLAUS ST STOCKTON CA 95203	14730006		Commercial	CG(GREATER)	20	90	0.92	0.4464	Vacant	NO - Privately-Owned		36			36		Yes	No	Yes	Yes
4-69	635 S AURORA ST STOCKTON CA 95203	14730007		Commercial	CG(GREATER)	20	90	2	0.4464	Vacant	NO - Privately-Owned		80			80		Yes	No	No	Yes

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4-70	904 S GRANT ST STOCKTON CA 95206	14731003		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	5th		1		1		Yes	No	No	Yes	
4-71	820 E WORTH ST STOCKTON CA 95206	14731005		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned	5th		3		3		Yes	No	No	Yes	
4-72	1 *UNASSIGNED STOCKTON CA 95206	14731008		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes	
4-73	926 S GRANT ST STOCKTON CA 95206	14731017		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	5th		2		2		Yes	No	No	Yes	
4-74	929 S AURORA ST STOCKTON CA 95206	14731019		Low Density Residential	RM	8.8	17.4	0.41	0.8	Vacant	NO - Privately-Owned			5		5		Yes	No	No	Yes	
4-75	1306 S AMERICAN ST STOCKTON CA 95206	14734101		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	Yes	
4-76	810 E JACKSON ST STOCKTON CA 95206	14734402		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes	
4-77	111 E SONORA ST STOCKTON CA 95203	14906311		Commercial	CD(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-78	348 S EL DORADO ST STOCKTON CA 95203	14906312		Commercial	CD(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-79	134 E SONORA ST STOCKTON CA 95203	14906405		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-80	121 E CHURCH ST STOCKTON CA 95203	14906412		Commercial	CD(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-81	430 S EL DORADO ST STOCKTON CA 95203	14906413		Commercial	CD(GREATER)	20	90	0.38	0.4464	Vacant	NO - Privately-Owned	4th and 5th		15		15		Yes	No	No	Yes	
4-82	329 S SAN JOAQUIN ST STOCKTON CA 95203	14906507		Commercial	CD(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes	
4-83	231 E SONORA ST STOCKTON CA 95203	14906510		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-84	1 *UNASSIGNED STOCKTON CA 95203	14907041		Commercial	CG(GREATER)	20	90	0.68	0.4464	Vacant	NO - Privately-Owned		27			27		Yes	No	No	Yes	
4-85	319 E HAZELTON AV STOCKTON CA 95203	14908114		Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes	
4-86	302 E HAZELTON AV STOCKTON CA 95203	14908202		Commercial	CG(GREATER)	20	90	0.52	0.4464	Vacant	NO - Privately-Owned		20			20		Yes	No	Yes	Yes	
4-87	539 S CALIFORNIA ST STOCKTON CA 95203	14908308		High Density Residential	RH(GREATER)	20	90	0.14	0.8	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes	
4-88	547 S CALIFORNIA ST STOCKTON CA 95203	14908310		High Density Residential	RH(GREATER)	20	90	0.25	0.8	Vacant	NO - Privately-Owned	4th and 5th		18		18		Yes	No	No	Yes	
4-89	518 S SUTTER ST STOCKTON CA 95203	14908316		High Density Residential	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes	
4-90	432 E HAZELTON AV STOCKTON CA 95203	14908408		Commercial	CG(GREATER)	20	90	0.18	0.4464	Vacant	NO - Privately-Owned			7		7		Yes	No	No	Yes	
4-91	701 S CALIFORNIA ST STOCKTON CA 95203	14908409		Commercial	CG(GREATER)	20	90	0.18	0.4464	Vacant	NO - Privately-Owned			7		7		Yes	No	Yes	Yes	
4-92	421 S SUTTER ST STOCKTON CA 95203	14909206		Commercial	RH(GREATER)	20	90	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes	
4-93	412 E LAFAYETTE ST STOCKTON CA 95203	14909302		Commercial	CD(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-94	1 *UNASSIGNED STOCKTON CA 95203	14909303		Commercial	CD(GREATER)	20	90	0.12	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes	
4-95	320 S SUTTER ST STOCKTON CA 95203	14909313		Commercial	CD(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes	
4-96	528 E LAFAYETTE ST STOCKTON CA 95203	14909502	Yes, 4-96, 4-97, 4-230	Commercial	CD(GREATER)	20	90	0.11	0.4464	Vacant	Yes - City Owned	4th and 5th	1		3		4		Yes	No	No	Yes
4-97	317 S AMERICAN ST STOCKTON CA 95203	14909504	Yes, 4-96, 4-97, 4-230	Commercial	CD(GREATER)	20	90	0.14	0.4464	Vacant	Yes - City Owned	4th and 5th	1		4		5		Yes	No	No	Yes
4-98	310 S CALIFORNIA ST STOCKTON CA 95203	14909516		Commercial	CD(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes	
4-99	712 E LAFAYETTE ST STOCKTON CA 95203	14926302		High Density Residential	RH(GREATER)	20	90	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		7		7		Yes	No	No	Yes	
4-100	315 S GRANT ST STOCKTON CA 95203	14926308		High Density Residential	RH(GREATER)	20	90	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		12		12		Yes	No	No	Yes	
4-101	745 E SONORA ST STOCKTON CA 95203	14926309		High Density Residential	RH(GREATER)	20	90	0.29	0.8	Vacant	NO - Privately-Owned	4th and 5th		20		20		Yes	No	No	Yes	

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4-102	635 S AURORA ST A STOCKTON CA 95203	14927055		Commercial	CG(GREATER)	20	90	1.38	0.4464	Vacant	NO - Privately-Owned		55			55		Yes	No	No	Yes
4-103	760 E HAZELTON AV STOCKTON CA 95203	14927059		Commercial	CG(GREATER)	20	90	1.07	0.4464	Vacant	NO - Privately-Owned		42			42		Yes	No	Yes	Yes
4-104	816 E HAZELTON AV STOCKTON CA 95203	14927061		Commercial	CG(GREATER)	20	90	0.62	0.4464	Vacant	NO - Privately-Owned		24			24		Yes	No	No	Yes
4-105	822 E HAZELTON AV STOCKTON CA 95203	14927062		Commercial	CG(GREATER)	20	90	0.13	0.4464	Vacant	NO - Privately-Owned			5		5		Yes	No	No	Yes
4-106	826 E HAZELTON AV STOCKTON CA 95203	14927063		Commercial	CG(GREATER)	20	90	0.13	0.4464	Vacant	NO - Privately-Owned			5		5		Yes	No	No	Yes
4-107	830 E HAZELTON AV STOCKTON CA 95203	14927064		Commercial	CG(GREATER)	20	90	0.13	0.4464	Vacant	NO - Privately-Owned			5		5		Yes	No	No	Yes
4-109	342 S UNION ST STOCKTON CA 95205	15126014		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-110	326 S UNION ST STOCKTON CA 95205	15126015		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-111	1120 E SONORA ST STOCKTON CA 95205	15126020		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-112	1119 E CHURCH ST STOCKTON CA 95205	15126030		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	5th		1		1		Yes	No	No	Yes
4-113	1107 E CHURCH ST STOCKTON CA 95205	15126031		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned	5th		3		3		Yes	No	No	Yes
4-114	1125 E SONORA ST STOCKTON CA 95205	15126042		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	Yes
4-115	619 S SIERRA NEVADA ST STOCKTON CA 95205	15129407		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-116	1429 E HAZELTON AV STOCKTON CA 95205	15129507		Commercial	CG(GREATER)	20	90	0.11	0.4464	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
4-117	615 S WILSON WY STOCKTON CA 95205	15129607		Commercial	CG(GREATER)	20	90	0.15	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
4-118	1321 E WORTH ST STOCKTON CA 95205	15131024		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-119	1423 E WORTH ST STOCKTON CA 95205	15131059		Medium Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-120	927 S SIERRA NEVADA ST STOCKTON CA 95205	15133309		Medium Density Residential	RM	8.8	17.4	0.15	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-121	1001 S WILSON WY STOCKTON CA 95205	15133409		Commercial	CG(GREATER)	20	90	0.23	0.4464	Vacant	NO - Privately-Owned			9		9		Yes	No	No	Yes
4-122	924 S SIERRA NEVADA ST STOCKTON CA 95205	15133516		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-123	1145 E JACKSON ST STOCKTON CA 95205	15134007		Low Density Residential	RM	8.8	17.4	0.16	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-124	1112 E JACKSON ST STOCKTON CA 95205	15134012		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-125	1203 S PILGRIM ST STOCKTON CA 95205	15134013		Low Density Residential	RM	8.8	17.4	0.36	0.8	Vacant	NO - Privately-Owned			5		5		Yes	No	No	Yes
4-126	1215 S PILGRIM ST STOCKTON CA 95205	15134014		Low Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-127	1149 E CLAY ST STOCKTON CA 95205	15134016		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-128	1133 E CLAY ST STOCKTON CA 95205	15134018		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-129	1121 E CLAY ST STOCKTON CA 95205	15134019		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-130	1218 S UNION ST STOCKTON CA 95205	15134021		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	Yes
4-131	1202 S PILGRIM ST STOCKTON CA 95205	15135009		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-132	1218 S PILGRIM ST STOCKTON CA 95205	15135010		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-133	1242 E JACKSON ST STOCKTON CA 95205	15135013		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-134	1215 S AIRPORT WY STOCKTON CA 95205	15135015		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes

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4-135	1227 S AIRPORT WY STOCKTON CA 95205	15135016		Low Density Residential	RM	8.8	17.4	0.11	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-136	1337 S PILGRIM ST STOCKTON CA 95205	15136012		Commercial	CG(GREATER)	20	90	0.17	0.4464	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
4-137	1140 E CLAY ST STOCKTON CA 95205	15136013		Commercial	CG(GREATER)	20	90	0.16	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
4-138	1313 E DR MARTIN LUTHER KING JR BL STOCKTON CA 95205	15137007		Commercial	CG(GREATER)	20	90	0.43	0.4464	Vacant	NO - Privately-Owned			17		17		Yes	No	No	Yes
4-139	1517 E SCOTTS AV STOCKTON CA 95205	15506010		Commercial	CG(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-140	731 DELLA ST STOCKTON CA 95205	15507011		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-141	1857 E JEFFERSON ST STOCKTON CA 95205	15513023		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-142	319 S LOCUST ST STOCKTON CA 95205	15519022		Medium Density Residential	RM	8.8	17.4	0.15	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-143	1819 E LAFAYETTE ST STOCKTON CA 95205	15522058		Medium Density Residential	RM	8.8	17.4	0.2	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-144	1909 E LAFAYETTE ST && STOCKTON CA 95205	15523026		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-145	226 S A ST STOCKTON CA 95205	15523033		Commercial	CG(OUTSIDE)	17.5	30	0.57	0.4464	Vacant	NO - Privately-Owned	4th and 5th	7			7		Yes	No	No	Yes
4-147	3109 GASWELL LN STOCKTON CA 95206	16412027		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned			1		1		Yes	Yes	No	Yes
4-148	1 *UNASSIGNED STOCKTON CA 95206	16504001		Commercial	CG(OUTSIDE)	17.5	30	0.23	0.4464	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	No	No	Yes
4-149	1725 TURNPIKE RD STOCKTON CA 95206	16504021		Commercial	CG(OUTSIDE)	17.5	30	1.09	0.4464	Vacant	NO - Privately-Owned	4th and 5th	14			14		Yes	No	No	Yes
4-150	1987 S MADISON ST STOCKTON CA 95206	16508062		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-151	562 W SEVENTH ST STOCKTON CA 95206	16517049		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-152	2321 S MADISON ST STOCKTON CA 95206	16520214		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-153	15 W NINTH ST STOCKTON CA 95206	16522001		Commercial	CG(OUTSIDE)	17.5	30	0.65	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		Yes	No	No	Yes
4-154	2363 S EL DORADO ST STOCKTON CA 95206	16522002		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-155	2454 S HARRISON ST STOCKTON CA 95206	16526229		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-156	2470 S HARRISON ST STOCKTON CA 95206	16526230		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-157	1 *UNASSIGNED STOCKTON CA 95206	16528031		Low Density Residential	RL	0	8.7	0.83	0.8	Vacant	NO - Privately-Owned	4th and 5th		5		5		Yes	No	No	Yes
4-158	2935 S LINCOLN ST STOCKTON CA 95206	16528039		Low Density Residential	RL	0	8.7	3.07	0.8	Vacant	NO - Privately-Owned	4th and 5th		21		21		Yes	No	No	Yes
4-159	3076 TURNPIKE RD STOCKTON CA 95206	16528053		Commercial	CG(OUTSIDE)	17.5	30	2.35	0.4464	Vacant	NO - Privately-Owned		31			31		Yes	No	No	Yes
4-160	2557 S MADISON ST STOCKTON CA 95206	16535045		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-161	2558 S MONROE ST STOCKTON CA 95206	16535046		Low Density Residential	RL	0	8.7	0.25	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-162	2220 S COMMERCE ST STOCKTON CA 95206	16536026		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-163	2253 S EL DORADO ST STOCKTON CA 95206	16536031		Commercial	CG(OUTSIDE)	17.5	30	0.43	0.4464	Vacant	NO - Privately-Owned	4th and 5th		5		5		Yes	No	No	Yes
4-164	1445 S EL DORADO ST STOCKTON CA 95206	16702106		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned	5th		2		2		Yes	No	No	Yes
4-165	1451 S EL DORADO ST STOCKTON CA 95206	16702107		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-166	1455 S EL DORADO ST STOCKTON CA 95206	16702108		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-167	1434 S CENTER ST STOCKTON CA 95206	16702112		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes

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4-168	1 *UNASSIGNED STOCKTON CA 95206	16702113		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-169	1 *UNASSIGNED STOCKTON CA 95206	16702114		Commercial	CG(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
4-170	1521 S EL DORADO ST STOCKTON CA 95206	16702204		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-171	1 *UNASSIGNED STOCKTON CA 95206	16705018		Low Density Residential	RL	0	8.7	0.27	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-172	1 *UNASSIGNED STOCKTON CA 95206	16705019		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-173	2154 S EL DORADO ST STOCKTON CA 95206	16705021		Commercial	CG(OUTSIDE)	17.5	30	1.92	0.4464	Vacant	NO - Privately-Owned	4th and 5th	25			25		Yes	No	No	Yes
4-174	2420 S EL DORADO ST STOCKTON CA 95206	16707001		High Density Residential	RH(OUTSIDE)	17.5	30	0.44	0.8	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
4-175	627 E SIXTH ST STOCKTON CA 95206	16711612		Low Density Residential	RL	0	8.7	0.35	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-176	1425 S CALIFORNIA ST STOCKTON CA 95206	16715030		Commercial	CG(OUTSIDE)	17.5	30	0.16	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-177	1702 S AURORA ST STOCKTON CA 95206	16719508		Low Density Residential	RL	0	8.7	0.34	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-178	644 WILLIAM MOSS BL STOCKTON CA 95206	16817001		High Density Residential	RH(OUTSIDE)	17.5	30	3.59	0.8	Vacant	NO - Privately-Owned	4th and 5th	86			86		Yes	Yes	No	Yes
4-179	600 WILLIAM MOSS BL STOCKTON CA 95206	16817002		High Density Residential	RH(OUTSIDE)	17.5	30	2.04	0.8	Vacant	NO - Privately-Owned	4th and 5th	48			48		Yes	Yes	No	Yes
4-180	1121 FOLSOM ST STOCKTON CA 95206	16904008		Commercial	CG(OUTSIDE)	17.5	30	0.54	0.4464	Vacant	NO - Privately-Owned	4th and 5th	7			7		Yes	No	No	Yes
4-181	1795 S AIRPORT WY STOCKTON CA 95206	16905002		Commercial	CG(OUTSIDE)	17.5	30	1.75	0.4464	Vacant	NO - Privately-Owned	4th and 5th	23			23		Yes	No	No	Yes
4-182	2051 S AIRPORT WY STOCKTON CA 95206	16907701		Administrative Professional	CN(OUTSIDE)	17.5	30	0.48	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
4-183	2135 S AIRPORT WY STOCKTON CA 95206	16907703		Administrative Professional	CN(OUTSIDE)	17.5	30	0.33	0.4464	Vacant	Yes - City Owned		1		3	4		Yes	No	No	Yes
4-184	2427 S AIRPORT WY STOCKTON CA 95206	16910030		Administrative Professional	CO(OUTSIDE)	17.5	30	1.04	0.4464	Vacant	NO - Privately-Owned		13			13		Yes	No	No	Yes
4-185	2427 S AIRPORT WY && STOCKTON CA 95206	16910042		Administrative Professional	CO(OUTSIDE)	17.5	30	0.18	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-186	2482 S AIRPORT WY STOCKTON CA 95206	16913325		Commercial	CG(OUTSIDE)	17.5	30	1.48	0.4464	Vacant	NO - Privately-Owned	4th and 5th	19			19		Yes	No	No	Yes
4-187	1402 TWELFTH ST STOCKTON CA 95206	16913524		Commercial	CG(OUTSIDE)	17.5	30	0.76	0.4464	Vacant	NO - Privately-Owned	4th and 5th	10			10		Yes	No	No	Yes
4-188	2348 S AIRPORT WY STOCKTON CA 95206	16915210		Commercial	CG(OUTSIDE)	17.5	30	0.59	0.4464	Vacant	NO - Privately-Owned	4th and 5th	7			7		Yes	No	No	Yes
4-189	1651 E SIXTH ST STOCKTON CA 95206	16919012		High Density Residential	RH(OUTSIDE)	17.5	30	0.12	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		Yes	No	No	Yes
4-190	1661 E SIXTH ST STOCKTON CA 95206	16919014		High Density Residential	RH(OUTSIDE)	17.5	30	0.21	0.8	Vacant	NO - Privately-Owned	4th and 5th		5		5		Yes	No	No	Yes
4-191	1707 E MARIPOSA RD STOCKTON CA 95205	17110007		Commercial	CG(OUTSIDE)	17.5	30	8.56	0.4464	Vacant	NO - Privately-Owned		114			114		Yes	No	No	Yes
4-192	1 *UNASSIGNED STOCKTON CA 95206	17110014		Commercial	CG(OUTSIDE)	17.5	30	3.92	0.4464	Vacant	NO - Privately-Owned		52			52		Yes	No	No	Yes
4-193	1 *UNASSIGNED STOCKTON CA 95206	17110015		Commercial	CG(OUTSIDE)	17.5	30	8.26	0.4464	Vacant	NO - Privately-Owned		110			110		Yes	No	No	Yes
4-194	1665 E MARIPOSA RD STOCKTON CA 95205	17110018		Commercial	CG(OUTSIDE)	17.5	30	0.77	0.4464	Vacant	NO - Privately-Owned	4th and 5th	10			10		Yes	No	No	No
4-195	1667 E MARIPOSA RD STOCKTON CA 95205	17110019		Commercial	CG(OUTSIDE)	17.5	30	0.88	0.4464	Vacant	NO - Privately-Owned	4th and 5th	11			11		Yes	No	No	No
4-196	1 *UNASSIGNED STOCKTON CA 95205	17110022		Commercial	CG(OUTSIDE)	17.5	30	0.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	No
4-197	1903 POCK LN STOCKTON CA 95205	17111006		Medium Density Residential	RM	8.8	17.4	0.3	0.8	Vacant	NO - Privately-Owned			4		4		Yes	No	No	No
4-198	2187 POCK LN STOCKTON CA 95205	17111014		Low Density Residential	RL	0	8.7	1.3	0.8	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	Yes
4-199	2432 POCK LN STOCKTON CA 95205	17125029		Low Density Residential	RM	8.8	17.4	6.32	0.8	Vacant	NO - Privately-Owned			87		87		Yes	No	No	Yes
4-200	2432 POCK LN && STOCKTON CA 95205	17125032		Low Density Residential	RM	8.8	17.4	1.6	0.8	Vacant	NO - Privately-Owned			22		22		Yes	No	No	Yes

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4-201	2085 E MARIPOSA RD STOCKTON CA 95205	17129004		Commercial	CG(OUTSIDE)	17.5	30	0.54	0.4464	Vacant	NO - Privately-Owned		7			7		Yes	No	No	No
4-202	3319 FARMINGTON RD STOCKTON CA 95205	17304025		Low Density Residential	RL	0	8.7	1.76	0.8	Vacant	NO - Privately-Owned			12		12		Yes	No	No	No
4-203	3411 FARMINGTON RD STOCKTON CA 95205	17304049		Low Density Residential	RL	0	8.7	0.63	0.8	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	No
4-204	1 *UNASSIGNED STOCKTON CA 95205	17305028		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	No
4-205	1 *UNASSIGNED STOCKTON CA 95205	17305044		Low Density Residential	RL	0	8.7	0.81	0.8	Vacant	NO - Privately-Owned			5		5		Yes	No	No	No
4-206	1 *UNASSIGNED STOCKTON CA 95205	17305045		Low Density Residential	RL	0	8.7	0.54	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	No
4-207	1 *UNASSIGNED STOCKTON CA 95205	17305046		Low Density Residential	RL	0	8.7	0.54	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	No	No	No
4-208	1 *UNASSIGNED STOCKTON CA 95205	17305047		Low Density Residential	RL	0	8.7	0.27	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	No
4-209	2702 HARRIS AV STOCKTON CA 95206	17507006		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-210	1 *UNASSIGNED STOCKTON CA 95206	17507008		Low Density Residential	RL	0	8.7	2.73	0.8	Vacant	Yes - City Owned				19	19		Yes	No	No	Yes
4-211	3355 TURNPIKE RD STOCKTON CA 95206	17508005		Commercial	CG(OUTSIDE)	17.5	30	0.96	0.4464	Vacant	NO - Privately-Owned		12			12		No	No	Yes	Yes
4-212	473 DOWNING AV STOCKTON CA 95206	17508008		Commercial	CG(OUTSIDE)	17.5	30	0.41	0.4464	Vacant	NO - Privately-Owned			5		5		No	No	Yes	Yes
4-213	3331 TURNPIKE RD STOCKTON CA 95206	17508012		Commercial	CG(OUTSIDE)	17.5	30	0.47	0.4464	Vacant	NO - Privately-Owned			6		6		No	No	Yes	Yes
4-214	3306 TURNPIKE RD STOCKTON CA 95206	17508017		Commercial	CG(OUTSIDE)	17.5	30	6.51	0.4464	Vacant	NO - Privately-Owned	4th and 5th	87			87		No	No	Yes	Yes
4-215	3338 TURNPIKE RD STOCKTON CA 95206	17508018		Commercial	CG(OUTSIDE)	17.5	30	0.34	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		No	No	Yes	Yes
4-216	3350 TURNPIKE RD STOCKTON CA 95206	17508019		Commercial	CG(OUTSIDE)	17.5	30	1	0.4464	Vacant	NO - Privately-Owned	4th and 5th	13			13		No	No	Yes	Yes
4-217	3364 TURNPIKE RD STOCKTON CA 95206	17508020		Commercial	CG(OUTSIDE)	17.5	30	1	0.4464	Vacant	NO - Privately-Owned	4th and 5th	13			13		No	No	Yes	Yes
4-218	3530 MARY AV STOCKTON CA 95206	17513023		Low Density Residential	RL	0	8.7	0.25	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-219	3417 S EL DORADO ST STOCKTON CA 95206	17513045		Low Density Residential	RL	0	8.7	1.33	0.8	Vacant	NO - Privately-Owned			9		9		Yes	No	No	Yes
4-220	193 CLAYTON AV STOCKTON CA 95206	17514007		Low Density Residential	RL	0	8.7	0.66	0.8	Vacant	NO - Privately-Owned			4		4		Yes	No	No	Yes
4-221	3677 MARY AV STOCKTON CA 95206	17514008		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
4-222	234 WAIT AV STOCKTON CA 95206	17514053		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-223	3649 TURNPIKE RD STOCKTON CA 95206	17518012		Low Density Residential	RL	0	8.7	1.29	0.8	Vacant	NO - Privately-Owned	4th and 5th		8		8		No	No	Yes	Yes
4-224	3685 TURNPIKE RD STOCKTON CA 95206	17520002		Low Density Residential	RL	0	8.7	2.71	0.8	Vacant	NO - Privately-Owned	4th and 5th		18		18		No	No	Yes	Yes
4-225	3707 TURNPIKE RD STOCKTON CA 95206	17520003		Low Density Residential	RL	0	8.7	2.9	0.8	Vacant	NO - Privately-Owned	4th and 5th		20		20		No	No	Yes	Yes
4-226	3028 S AIRPORT WY STOCKTON CA 95206	17716534		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-227	3076 S AIRPORT WY STOCKTON CA 95206	17716552		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
4-228	3535 S B ST STOCKTON CA 95206	17721008		Low Density Residential	RM	8.8	17.4	5.52	0.8	Vacant	NO - Privately-Owned			76		76		Yes	No	No	Yes
4-229	3201 GLENHAVEN LN STOCKTON CA 95206	17954011		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned				2	2		No	No	No	No
4-230	534 E LAFAYETTE ST STOCKTON CA 95203	14909503	Yes, 4-96, 4-97, 4-230	Commercial	CD(GREATER)	20	90	0.09	0.4464	Vacant	Yes - City Owned	4th and 5th	1		2	3		Yes	No	No	Yes
4-231		16902002	Yes, 4-231 and 4-232	Commercial	CG(OUTSIDE)	17.5	30	0.34	0.4464	Vacant	Yes - City Owned		1		3	4		Yes	No	No	Yes
4-232	1120 FOLSOM ST STOCKTON CA 95206	16904009	Yes, 4-231 and 4-232	Commercial	CG(OUTSIDE)	17.5	30	0.18	0.4464	Vacant	Yes - City Owned				2	2		Yes	No	No	Yes

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5-1	12 S LOS ANGELES AV STOCKTON CA 95203	14505037		Commercial	CN(OUTSIDE)	17.5	30	0.5	0.4464	Vacant	NO - Privately-Owned		6			6		Yes	No	No	Yes
5-2	522 MODESTO AV STOCKTON CA 95203	14517023		Medium Density Residential	RM	8.8	17.4	0.2	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
5-3	409 S STOCKTON ST STOCKTON CA 95203	14524039		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned	4th and 5th		1		1		Yes	No	No	Yes
5-4	445 S STOCKTON ST STOCKTON CA 95203	14524041		Low Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-5	825 W CHURCH ST STOCKTON CA 95203	14524049		Low Density Residential	RM	8.8	17.4	0.23	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	Yes
5-6	325 S STOCKTON ST STOCKTON CA 95203	14525020		Medium Density Residential	RM	8.8	17.4	0.27	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	No	No	Yes
5-7	602 GARFIELD ST STOCKTON CA 95203	14531021		Low Density Residential	RM	8.8	17.4	0.47	0.8	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
5-8	505 GARFIELD ST STOCKTON CA 95203	14531030		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-9	519 GARFIELD ST STOCKTON CA 95203	14531031		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-10	547 GARFIELD ST STOCKTON CA 95203	14531033		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-11	454 S PERSHING AV STOCKTON CA 95203	14531037		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-12	512 S PERSHING AV STOCKTON CA 95203	14531038		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
5-13	538 S PERSHING AV STOCKTON CA 95203	14531041		Medium Density Residential	RM	8.8	17.4	0.19	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
6-1	1255 DORAY CT STOCKTON CA 95203	13302047		Medium Density Residential	RM	8.8	17.4	0.14	0.8	Vacant	NO - Privately-Owned			1		1		No	No	No	Yes
6-2	2732 SHIMIZU DR STOCKTON CA 95203	13307006		Medium Density Residential	RM	8.8	17.4	4.67	0.8	Vacant	NO - Privately-Owned	4th and 5th		65		65		No	No	Yes	Yes
6-3	2612 MONTE DIABLO AV STOCKTON CA 95203	13311105		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned			2		2		No	No	Yes	Yes
6-4	2627 W ACACIA ST STOCKTON CA 95203	13311126		Medium Density Residential	RM	8.8	17.4	0.17	0.8	Vacant	NO - Privately-Owned	4th and 5th		2		2		No	No	Yes	Yes
6-5	906 RYDE AV STOCKTON CA 95203	13311128		Commercial	CN(OUTSIDE)	17.5	30	0.13	0.4464	Vacant	NO - Privately-Owned			1		1		No	No	Yes	Yes
6-6	2519 W FREMONT ST STOCKTON CA 95203	13311208		Medium Density Residential	RM	8.8	17.4	0.13	0.8	Vacant	NO - Privately-Owned			1		1		No	No	Yes	Yes
6-10	112 FRESNO AV STOCKTON CA 95203	14530002		Medium Density Residential	RM	8.8	17.4	0.15	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
7-1	3322 RAINIER AV STOCKTON CA 95204	10906033		Low Density Residential	RL	0	8.7	3.15	0.8	Vacant	NO - Privately-Owned			21		21		No	No	Yes	Yes
7-2	3344 WENDELL AV STOCKTON CA 95204	10906034		Low Density Residential	RL	0	8.7	1.05	0.8	Vacant	NO - Privately-Owned			7		7		No	No	Yes	Yes
7-3	3434 RUMSON AV STOCKTON CA 95204	10910001		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned			1		1		No	No	Yes	Yes
7-4	3566 RAINIER AV STOCKTON CA 95204	10911018		Low Density Residential	RL	0	8.7	8.12	0.8	Vacant	NO - Privately-Owned			56		56		No	No	Yes	Yes
7-5	3430 DEER PARK DR STOCKTON CA 95219	11627010		Administrative Professional	CO(OUTSIDE)	17.5	30	2.17	0.4464	Vacant	NO - Privately-Owned	5th	29			29		Yes	No	No	Yes
7-6	3127 W MARCH LN STOCKTON CA 95219	11627013		Administrative Professional	CO(OUTSIDE)	17.5	30	1.54	0.4464	Vacant	NO - Privately-Owned	5th	20			20		Yes	No	No	Yes
7-7	6079 RIVERBANK CI STOCKTON CA 95219	11654034		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
7-8	6101 RIVERBANK CI STOCKTON CA 95219	11654057		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
7-9	4714 ST ANDREWS DR STOCKTON CA 95219	11825017		Low Density Residential	RL	0	8.7	0.34	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
7-10	4347 ST ANDREWS DR STOCKTON CA 95219	11827019		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
7-11	4860 ST ANDREWS DR STOCKTON CA 95219	11839001		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
7-12	4812 ST ANDREWS DR STOCKTON CA 95219	11840009		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
7-13	5501 ST ANDREWS DR STOCKTON CA 95219	11842007		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes

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7-14	2644 WARREN AV STOCKTON CA 95204	12117023		High Density Residential	RH(OUTSIDE)	17.5	30	0.13	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		No	No	Yes	Yes
7-15	2142 FONTANA AV STOCKTON CA 95204	12118030		Institutional	RH(OUTSIDE)	17.5	30	2.49	0.8	Vacant	NO - Privately-Owned	4th and 5th	59			59		No	No	Yes	Yes
7-16	2622 DELANO AV STOCKTON CA 95204	12132018		High Density Residential	RH(OUTSIDE)	17.5	30	0.19	0.8	Vacant	NO - Privately-Owned			4		4		No	No	Yes	Yes
8-1	1787 W LINCOLN RD STOCKTON CA 95207	7723040		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
8-2	1132 WILLORA RD STOCKTON CA 95207	7736041		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
8-3	7216 CARAN AV STOCKTON CA 95207	7736043		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
8-4	1084 RIVARA RD STOCKTON CA 95207	7738002		Low Density Residential	RL	0	8.7	0.42	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
8-5	7808 CARAN AV STOCKTON CA 95207	7749034		Low Density Residential	RL	0	8.7	0.63	0.8	Vacant	NO - Privately-Owned				4	4		Yes	No	No	Yes
8-6	232 W PEARL AV STOCKTON CA 95207	8137504		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
8-7	156 E LINCOLN RD STOCKTON CA 95207	8153014		Low Density Residential	RL	0	8.7	2.04	0.8	Vacant	NO - Privately-Owned	4th and 5th		14		14		Yes	No	No	Yes
8-8	6131 N PERSHING AV STOCKTON CA 95207	9729040		High Density Residential	RH(OUTSIDE)	17.5	30	0.43	0.8	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
8-9	4830 KENTFIELD RD STOCKTON CA 95207	10411017		High Density Residential	RH(OUTSIDE)	17.5	30	0.15	0.8	Vacant	NO - Privately-Owned			3		3		Yes	No	No	Yes
8-10	1545 W LONGVIEW AV && STOCKTON CA 95207	10810040		Low Density Residential	RL	0	8.7	0.27	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
8-11	740 W SWAIN RD STOCKTON CA 95207	10812023		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
8-12	4425 N PERSHING AV STOCKTON CA 95207	11018007		Commercial	CN(OUTSIDE)	17.5	30	0.45	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
8-13	940 ROSE MARIE LN STOCKTON CA 95207	11022006		Administrative Professional	CO(OUTSIDE)	17.5	30	8.93	0.4464	Vacant	NO - Privately-Owned	4th and 5th	119			119		Yes	No	No	Yes
8-14	4444 N PERSHING AV STOCKTON CA 95207	11022017		Administrative Professional	RH(OUTSIDE)	17.5	30	0.44	0.8	Vacant	NO - Privately-Owned	4th and 5th		10		10		Yes	No	No	Yes
8-15	881 W BIANCHI RD STOCKTON CA 95207	11024001		Administrative Professional	CO(OUTSIDE)	17.5	30	0.38	0.4464	Vacant	NO - Privately-Owned	4th and 5th		5		5		Yes	No	No	No
8-16	732 ROSE MARIE LN STOCKTON CA 95207	11024007		Administrative Professional	CO(OUTSIDE)	17.5	30	0.26	0.4464	Vacant	NO - Privately-Owned			3		3		Yes	No	No	No
8-17	752 PODESTO LN STOCKTON CA 95207	11025009		Commercial	CN(OUTSIDE)	17.5	30	0.22	0.4464	Vacant	NO - Privately-Owned			2		2		Yes	No	No	No
8-18	4239 PACIFIC AV STOCKTON CA 95207	11025014		Commercial	CG(OUTSIDE)	17.5	30	0.49	0.4464	Vacant	NO - Privately-Owned	5th		6		6		Yes	No	No	No
9-1	4424 IJAMS RD STOCKTON CA 95210	9605012		Low Density Residential	RL	0	8.7	1.34	0.8	Vacant	NO - Privately-Owned	4th and 5th		9		9		Yes	No	No	No
9-2	1808 E MARCH LN STOCKTON CA 95210	9614016		Commercial	CG(OUTSIDE)	17.5	30	0.61	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		Yes	No	No	Yes
9-3	1756 E MARCH LN STOCKTON CA 95210	9614055		Commercial	CG(OUTSIDE)	17.5	30	3.51	0.4464	Vacant	NO - Privately-Owned	4th and 5th	47			47		Yes	No	No	Yes
9-4	5044 WEST LN STOCKTON CA 95210	9614068		Commercial	CG(OUTSIDE)	17.5	30	2.11	0.4464	Vacant	NO - Privately-Owned	4th and 5th	28			28		Yes	No	No	Yes
9-5	4512 HELENS OAKS CI STOCKTON CA 95210	9632038		Medium Density Residential	RM	8.8	17.4	0.12	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	No
9-6	1080 E MARCH LN STOCKTON CA 95210	10416008		Commercial	CG(OUTSIDE)	17.5	30	1.89	0.4464	Vacant	NO - Privately-Owned	4th and 5th	25			25		Yes	No	No	Yes
9-7	1050 E MARCH LN STOCKTON CA 95210	10416036		Commercial	CG(OUTSIDE)	17.5	30	3.24	0.4464	Vacant	NO - Privately-Owned	4th and 5th	43			43		Yes	No	No	Yes
9-8	1051 CLOWES CT STOCKTON CA 95210	10416040		Commercial	CG(OUTSIDE)	17.5	30	2.2	0.4464	Vacant	NO - Privately-Owned	4th and 5th	29			29		Yes	No	No	Yes
9-9	1 *UNASSIGNED STOCKTON CA 95210	10416041		Commercial	CG(OUTSIDE)	17.5	30	0.35	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	No	No	Yes
9-10	2871 AUTO CENTER CI STOCKTON CA 95212	12803001		Medium Density Residential	RM	8.8	17.4	2.65	0.8	Vacant	NO - Privately-Owned	5th		36		36		Yes	No	No	Yes
9-11	2868 AUTO CENTER CI STOCKTON CA 95212	12803003		Medium Density Residential	RM	8.8	17.4	8.32	0.8	Vacant	NO - Privately-Owned	5th		115		115		Yes	No	No	Yes

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9-12		13004011		High Density Residential	RH(OUTSIDE)	17.5	30	23.96	0.8	Vacant	NO - Privately-Owned		455			455	Units calculated for 18.96 acres. The 5 acres omitted are for the anticipated extension of March Lane east from Holman Road to connect with SR99.	Yes	No	Yes	Yes
9-13	2733 AUTO CENTER CI STOCKTON CA 95212	12803004		Medium Density Residential	RM	8.8	17.4	5.13	0.8	Vacant	NO - Privately-Owned	5th		71		71		Yes	No	No	Yes
11-1	5133 S STATE ROUTE 99 E FR RD STOCKTON CA 95215	17919003		Commercial	CG(OUTSIDE)	17.5	30	0.62	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		No	No	Yes	No
11-2	3411 IMPERIAL WY STOCKTON CA 95215	17926001		Commercial	CG(OUTSIDE)	17.5	30	3.26	0.4464	Vacant	NO - Privately-Owned	4th and 5th	43			43		No	No	Yes	No
11-3	3445 IMPERIAL WY STOCKTON CA 95215	17926002		Commercial	CG(OUTSIDE)	17.5	30	4.8	0.4464	Vacant	NO - Privately-Owned	4th and 5th	64			64		No	No	Yes	No
11-4	4739 S STATE ROUTE 99 E FR RD STOCKTON CA 95215	17926036		Commercial	CG(OUTSIDE)	17.5	30	0.37	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		No	No	No	No
11-5	3449 METRO DR STOCKTON CA 95215	17926056		Commercial	CG(OUTSIDE)	17.5	30	4.83	0.4464	Vacant	NO - Privately-Owned	4th and 5th	64			64		No	No	Yes	No
11-6	4965 S STATE ROUTE 99 E FR RD STOCKTON CA 95205	17931007		Commercial	CG(OUTSIDE)	17.5	30	0.61	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		No	No	No	No
11-7	3486 METRO DR STOCKTON CA 95215	17948004		Commercial	CG(OUTSIDE)	17.5	30	2.4	0.4464	Vacant	NO - Privately-Owned	4th and 5th	32			32		No	No	Yes	No
11-8	4850 S STATE ROUTE 99 E FR RD STOCKTON CA 95215	17948005		Commercial	CG(OUTSIDE)	17.5	30	1.02	0.4464	Vacant	NO - Privately-Owned	4th and 5th	13			13		No	No	Yes	No
11-9	4884 S STATE ROUTE 99 E FR RD STOCKTON CA 95215	17948006		Commercial	CG(OUTSIDE)	17.5	30	2.82	0.4464	Vacant	NO - Privately-Owned	4th and 5th	37			37		No	No	Yes	No
11-10	3651 ARCH RD STOCKTON CA 95215	17948007		Commercial	CG(OUTSIDE)	17.5	30	1.79	0.4464	Vacant	NO - Privately-Owned	4th and 5th	23			23		No	No	Yes	No
11-11	3536 METRO DR STOCKTON CA 95215	17948009		Commercial	CG(OUTSIDE)	17.5	30	1.79	0.4464	Vacant	NO - Privately-Owned		23			23		No	No	Yes	No
11-12	3518 METRO DR STOCKTON CA 95215	17948010		Commercial	CG(OUTSIDE)	17.5	30	1	0.4464	Vacant	NO - Privately-Owned		13			13		No	No	Yes	No
11-13	3498 METRO DR STOCKTON CA 95215	17948011		Commercial	CG(OUTSIDE)	17.5	30	1.17	0.4464	Vacant	NO - Privately-Owned		15			15		No	No	Yes	No
11-14	5783 S FRENCH CAMP RD STOCKTON CA 95206	19302038		Commercial	CG(OUTSIDE)	17.5	30	2.32	0.4464	Vacant	NO - Privately-Owned	4th and 5th	31			31		Yes	No	No	Yes
12-1	2280 W CHARTER WY STOCKTON CA 95206	16302042		Low Density Residential	RL	0	8.7	1.23	0.8	Vacant	NO - Privately-Owned	4th and 5th		8		8		Yes	Yes	No	Yes
12-2	2440 W CHARTER WY STOCKTON CA 95206	16302043		Low Density Residential	RL	0	8.7	13.58	0.8	Vacant	NO - Privately-Owned	4th and 5th		94		94		Yes	Yes	No	Yes
12-3	2313 MANTHEY RD STOCKTON CA 95206	16313009		Low Density Residential	RL	0	8.7	2.44	0.8	Vacant	NO - Privately-Owned	4th and 5th		16		16		Yes	Yes	No	Yes
12-4	2005 S STOCKTON ST STOCKTON CA 95206	16314007		Low Density Residential	RL	0	8.7	2.36	0.8	Vacant	NO - Privately-Owned			16		16		Yes	Yes	No	Yes
12-5	821 W EIGHTH ST STOCKTON CA 95206	16314012		Commercial	CG(OUTSIDE)	17.5	30	8.76	0.4464	Vacant	NO - Privately-Owned	4th and 5th	117			117		Yes	Yes	No	Yes
12-6	741 W EIGHTH ST STOCKTON CA 95206	16314013		Commercial	CG(OUTSIDE)	17.5	30	4.76	0.4464	Vacant	NO - Privately-Owned	4th and 5th	63			63		Yes	Yes	No	Yes
12-7	715 W EIGHTH ST STOCKTON CA 95206	16314014		Commercial	CG(OUTSIDE)	17.5	30	3.74	0.4464	Vacant	NO - Privately-Owned	4th and 5th	50			50		Yes	Yes	No	Yes
12-8	707 W EIGHTH ST STOCKTON CA 95206	16314029		Commercial	CG(OUTSIDE)	17.5	30	0.67	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		Yes	Yes	No	Yes
12-9	803 W EIGHTH ST STOCKTON CA 95206	16314034		Commercial	CG(OUTSIDE)	17.5	30	0.38	0.4464	Vacant	NO - Privately-Owned			5		5		Yes	Yes	No	Yes
12-10	815 W EIGHTH ST STOCKTON CA 95206	16314035		Commercial	CG(OUTSIDE)	17.5	30	0.46	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	Yes	No	Yes
12-11	719 W EIGHTH ST STOCKTON CA 95206	16314044		Commercial	CG(OUTSIDE)	17.5	30	0.33	0.4464	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	Yes	No	Yes

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12-12	1830 S STOCKTON ST STOCKTON CA 95206	16317003		Low Density Residential	RL	0	8.7	0.9	0.8	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	Yes	No	Yes
12-13	1 *UNASSIGNED STOCKTON CA 95206	16317004		Low Density Residential	RL	0	8.7	0.61	0.8	Vacant	NO - Privately-Owned	4th and 5th		4		4		Yes	Yes	No	Yes
12-14	1802 S ARGONAUT ST STOCKTON CA 95206	16319001		Low Density Residential	RL	0	8.7	0.48	0.8	Vacant	NO - Privately-Owned			3		3		Yes	Yes	No	Yes
12-15	1 *UNASSIGNED STOCKTON CA 95206	16319035		Low Density Residential	RL	0	8.7	0.61	0.8	Vacant	NO - Privately-Owned			4		4		Yes	Yes	No	Yes
12-16	1815 S STOCKTON ST STOCKTON CA 95206	16319037		Low Density Residential	RL	0	8.7	0.25	0.8	Vacant	NO - Privately-Owned			1		1		Yes	Yes	No	Yes
12-17	1865 S STOCKTON ST STOCKTON CA 95206	16319039		Low Density Residential	RL	0	8.7	3.6	0.8	Vacant	NO - Privately-Owned			25		25		Yes	Yes	No	Yes
12-18	846 W SECOND ST STOCKTON CA 95206	16321011		Low Density Residential	RL	0	8.7	0.56	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	Yes	No	Yes
12-19	1658 S ARGONAUT ST STOCKTON CA 95206	16322007		Low Density Residential	RL	0	8.7	0.54	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	Yes	No	Yes
12-20	1 *UNASSIGNED STOCKTON CA 95206	16322018		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned			2		2		Yes	Yes	No	Yes
12-21	1749 S STOCKTON ST && STOCKTON CA 95206	16322024		Low Density Residential	RL	0	8.7	0.5	0.8	Vacant	NO - Privately-Owned			3		3		Yes	Yes	No	Yes
12-22	1729 S STOCKTON ST STOCKTON CA 95206	16322025		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned			1		1		Yes	Yes	No	Yes
12-23	1651 S STOCKTON ST STOCKTON CA 95206	16322031		Low Density Residential	RL	0	8.7	0.94	0.8	Vacant	NO - Privately-Owned			6		6		Yes	Yes	No	Yes
12-24	1638 S ARGONAUT ST STOCKTON CA 95206	16322044		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned			2		2		Yes	Yes	No	Yes
12-25	1648 S ARGONAUT ST STOCKTON CA 95206	16322046		Low Density Residential	RL	0	8.7	0.95	0.8	Vacant	NO - Privately-Owned			6		6		Yes	Yes	No	Yes
12-26	2107 WATERCOURSE ST STOCKTON CA 95206	16408001		Low Density Residential	RL	0	8.7	0.35	0.8	Vacant	NO - Privately-Owned			2		2		Yes	Yes	No	Yes
12-28	752 CLOYNE CT STOCKTON CA 95206	16723008		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned			2		2		Yes	No	No	Yes
12-29	729 CLOYNE CT STOCKTON CA 95206	16723011		Low Density Residential	RL	0	8.7	0.25	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
12-30	3904 MANTHEY RD STOCKTON CA 95206	19304028		Administrative Professional	CG(OUTSIDE)	17.5	30	8.62	0.4464	Vacant	NO - Privately-Owned	4th and 5th	115			115		No	No	Yes	Yes
12-31	4236 MANTHEY RD STOCKTON CA 95206	19304033		Administrative Professional	CG(OUTSIDE)	17.5	30	12.81	0.4464	Vacant	NO - Privately-Owned			171		171		Yes	No	Yes	Yes
12-32	4586 MANTHEY RD STOCKTON CA 95206	19304034		Administrative Professional	CG(OUTSIDE)	17.5	30	0.69	0.4464	Vacant	NO - Privately-Owned		9			9		Yes	No	No	Yes
12-33	1 *UNASSIGNED STOCKTON CA 95206	19304035		Administrative Professional	CG(OUTSIDE)	17.5	30	0.12	0.4464	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
12-34	4245 MANTHEY RD STOCKTON CA 95206	16817007		High Density Residential	See notes	17.5	30	50.02	See notes	Vacant	NO - Privately-Owned	4th and 5th	626			626	In 2023, the City approved a Tentative Parcel Map to split this into 4 parcels and rezone portions to become: (1) 7.12 ac., CG zone, (2) 10.00 ac., RH zone, (3) 12.16 ac., RH zone and (4) 20.74 ac., RL zone. Only the CG and RH portions are used for unit yield, with realistic capacity modifiers of 44.6% for CG and 80% for RH.	Yes	Yes	No	Yes
12-35	530 MANTHEY RD STOCKTON CA 95206	16819007		Commercial	CL(OUTSIDE)	17.5	30	19.35	0.4464	Vacant	NO - Privately-Owned		259			259		Yes	Yes	No	Yes
12-36	567 W FRENCH CAMP RD STOCKTON CA 95206	16819015		Commercial	CL(OUTSIDE)	17.5	30	12.9	0.4464	Vacant	NO - Privately-Owned		172			172		Yes	Yes	No	Yes
12-37	454 MANTHEY RD STOCKTON CA 95206	16819008		Commercial	CL(OUTSIDE)	17.5	30	4.96	0.4464	Vacant	NO - Privately-Owned	4th and 5th	66			66		Yes	Yes	No	Yes

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12-38	4601 MANTHEY RD STOCKTON CA 95206	16819009		Commercial	CL(OUTSIDE)	17.5	30	1.16	0.4464	Vacant	NO - Privately-Owned		15			15		Yes	Yes	No	Yes
13-1	5324 PASADENA DR STOCKTON CA 95219	6607017		Low Density Residential	RL	0	8.7	0.87	0.8	Vacant	NO - Privately-Owned				6	6		Yes	No	No	Yes
13-2	5358 PASADENA DR STOCKTON CA 95219	6607019		Low Density Residential	RL	0	8.7	0.42	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
13-3	5701 MIRAMONTE WY STOCKTON CA 95219	6615001		Low Density Residential	RL	0	8.7	0.27	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
13-4	5711 MIRAMONTE WY STOCKTON CA 95219	6615002		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
13-5	5713 MIRAMONTE WY STOCKTON CA 95219	6615003		Low Density Residential	RL	0	8.7	0.29	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
13-6	8090 MARINERS DR STOCKTON CA 95219	7118017		Commercial	CG(OUTSIDE)	17.5	30	0.64	0.4464	Vacant	NO - Privately-Owned	4th and 5th	8			8		Yes	No	No	Yes
15-1	10585 DAVIS RD STOCKTON CA 95209	7007011		Low Density Residential	RL	0	8.7	0.77	0.8	Vacant	NO - Privately-Owned	4th and 5th			5	5		Yes	No	No	Yes
15-2	10906 DAVIS RD STOCKTON CA 95209	7009001		Commercial	CG(OUTSIDE)	17.5	30	1.97	0.4464	Vacant	NO - Privately-Owned	4th and 5th	26			26		Yes	No	Yes	Yes
15-3	1106 WHISTLER WY STOCKTON CA 95209	7059069		Low Density Residential	RL	0	8.7	0.55	0.8	Vacant	NO - Privately-Owned				3	3		Yes	No	No	Yes
15-4	10822 ST MORITZ CI STOCKTON CA 95209	7061005		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-5	10826 ST MORITZ CI STOCKTON CA 95209	7061006		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-6	10830 ST MORITZ CI STOCKTON CA 95209	7061007		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-7	10834 ST MORITZ CI STOCKTON CA 95209	7061008		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-8	10838 ST MORITZ CI STOCKTON CA 95209	7061009		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-9	10842 ST MORITZ CI STOCKTON CA 95209	7061010		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-10	10846 ST MORITZ CI STOCKTON CA 95209	7061011		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-11	10850 ST MORITZ CI STOCKTON CA 95209	7061012		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-12	10854 ST MORITZ CI STOCKTON CA 95209	7061013		Low Density Residential	RL	0	8.7	0.48	0.8	Vacant	NO - Privately-Owned				3	3		Yes	No	No	Yes
15-13	10858 ST MORITZ CI STOCKTON CA 95209	7061014		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-14	10862 ST MORITZ CI STOCKTON CA 95209	7061015		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-15	10805 ST MORITZ CI STOCKTON CA 95209	7061027		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-16	10866 ST MORITZ CI STOCKTON CA 95209	7062001		Low Density Residential	RL	0	8.7	0.21	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-17	10874 ST MORITZ CI STOCKTON CA 95209	7062003		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-18	10882 ST MORITZ CI STOCKTON CA 95209	7062005		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-19	10886 ST MORITZ CI STOCKTON CA 95209	7062006		Low Density Residential	RL	0	8.7	0.21	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-20	1330 HEAVENLY CI STOCKTON CA 95209	7064004		Low Density Residential	RL	0	8.7	0.27	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-21	1222 HEAVENLY CI STOCKTON CA 95209	7064020		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-22	1216 HEAVENLY CI STOCKTON CA 95209	7064021		Low Density Residential	RL	0	8.7	0.22	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-23	1211 HEAVENLY CI STOCKTON CA 95209	7064024		Low Density Residential	RL	0	8.7	0.19	0.8	Vacant	NO - Privately-Owned			1		1		Yes	No	No	Yes
15-24	1277 HEAVENLY CI STOCKTON CA 95209	7064029		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-25	1289 HEAVENLY CI STOCKTON CA 95209	7064030		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-26	1313 HEAVENLY CI STOCKTON CA 95209	7064031		Low Density Residential	RL	0	8.7	0.24	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes

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15-27	1345 HEAVENLY CI STOCKTON CA 95209	7064033		Low Density Residential	RL	0	8.7	0.23	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-28	1351 HEAVENLY CI STOCKTON CA 95209	7064034		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-29	1205 HEAVENLY CI STOCKTON CA 95209	7064035		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-30	10652 OCEAN MIST WY STOCKTON CA 95209	7074001		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-31	10640 OCEAN MIST WY STOCKTON CA 95209	7074002		Low Density Residential	RL	0	8.7	0.32	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-32	2809 GOLDEN EAGLE DR STOCKTON CA 95209	7074003		Low Density Residential	RL	0	8.7	0.37	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-33	2801 GOLDEN EAGLE DR STOCKTON CA 95209	7074004		Low Density Residential	RL	0	8.7	0.37	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-34	2741 GOLDEN EAGLE DR STOCKTON CA 95209	7074005		Low Density Residential	RL	0	8.7	0.37	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-35	2729 GOLDEN EAGLE DR STOCKTON CA 95209	7074006		Low Density Residential	RL	0	8.7	0.35	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-36	2717 GOLDEN EAGLE DR STOCKTON CA 95209	7074007		Low Density Residential	RL	0	8.7	0.36	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-37	2705 GOLDEN EAGLE DR STOCKTON CA 95209	7074008		Low Density Residential	RL	0	8.7	0.48	0.8	Vacant	NO - Privately-Owned				3	3		Yes	No	No	Yes
15-38	10636 GREY HAWK CT STOCKTON CA 95209	7074009		Low Density Residential	RL	0	8.7	0.34	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-39	10630 GREY HAWK CT STOCKTON CA 95209	7074010		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-40	10618 GREY HAWK CT STOCKTON CA 95209	7074012		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-41	10612 GREY HAWK CT STOCKTON CA 95209	7074013		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-42	10606 GREY HAWK CT STOCKTON CA 95209	7074014		Low Density Residential	RL	0	8.7	0.37	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-43	10605 GREY HAWK CT STOCKTON CA 95209	7074015		Low Density Residential	RL	0	8.7	0.26	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-44	10611 GREY HAWK CT STOCKTON CA 95209	7074016		Low Density Residential	RL	0	8.7	0.37	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-45	2714 GOLDEN EAGLE DR STOCKTON CA 95209	7074018		Low Density Residential	RL	0	8.7	0.36	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-46	2726 GOLDEN EAGLE DR STOCKTON CA 95209	7074019		Low Density Residential	RL	0	8.7	0.42	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-47	2738 GOLDEN EAGLE DR STOCKTON CA 95209	7074020		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-48	2802 GOLDEN EAGLE DR STOCKTON CA 95209	7074021		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-49	2810 GOLDEN EAGLE DR STOCKTON CA 95209	7074022		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-50	2824 GOLDEN EAGLE DR STOCKTON CA 95209	7074024		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-51	2912 GOLDEN EAGLE DR STOCKTON CA 95209	7074025		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes

Notes: Prescribed densities within the CD, CG, CL, CN, CO and RH zones depends on whether a site is located in the downtown core, the greater downtown or outside of the downtown. For sites in these zones, the entries in the zoning column in the table include “Core” “Greater” or “Outside” to indicate the site’s location. Those sites that have been previously identified in two or more consecutive planning periods and do not currently allow residential development by right are denoted in *bold and italics*.

SITE #	ADDRESS	APN	CONSOLIDATED SITES	GENERAL PLAN	ZONING	MIN. DENSITY	MAX. DENSITY	PARCEL ACREAGE	REALISTIC CAPACITY MODIFIER	SITE STATUS	PUBLICLY-OWNED	IDENTIFIED IN PRIOR PLANNING CYCLE(S)	LOWER INCOME CAPACITY	MODERATE INCOME CAPACITY	ABOVE MODERATE INCOME CAPACITY	TOTAL CAPACITY	NOTES	FEMA 500YR FLOOD	USACE 200YR FLOOD	FEMA 100YR FLOOD	DAM INUN-DATION
15-52	2920 GOLDEN EAGLE DR STOCKTON CA 95209	7074026		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-53	2928 GOLDEN EAGLE DR STOCKTON CA 95209	7074027		Low Density Residential	RL	0	8.7	0.33	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-54	2936 GOLDEN EAGLE DR STOCKTON CA 95209	7074028		Low Density Residential	RL	0	8.7	0.28	0.8	Vacant	NO - Privately-Owned				1	1		Yes	No	No	Yes
15-55	2944 GOLDEN EAGLE DR STOCKTON CA 95209	7074029		Low Density Residential	RL	0	8.7	0.36	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-56	2947 GOLDEN EAGLE DR STOCKTON CA 95209	7074030		Low Density Residential	RL	0	8.7	0.4	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-57	2939 GOLDEN EAGLE DR STOCKTON CA 95209	7074031		Low Density Residential	RL	0	8.7	0.3	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-58	2931 GOLDEN EAGLE DR STOCKTON CA 95209	7074032		Low Density Residential	RL	0	8.7	0.35	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-59	10637 OCEAN MIST WY STOCKTON CA 95209	7074033		Low Density Residential	RL	0	8.7	0.32	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-60	10651 OCEAN MIST WY STOCKTON CA 95209	7074034		Low Density Residential	RL	0	8.7	0.31	0.8	Vacant	NO - Privately-Owned				2	2		Yes	No	No	Yes
15-61	9473 WEST LN STOCKTON CA 95210	8406010		Low Density Residential	RL	0	8.7	13.57	0.8	Vacant	NO - Privately-Owned			94		94		Yes	No	No	Yes
16-1	7620 WEST LN STOCKTON CA 95210	9404007		Commercial	CG(OUTSIDE)	17.5	30	0.55	0.4464	Vacant	NO - Privately-Owned	4th and 5th	7			7		Yes	No	No	Yes
16-2	8032 DON AV STOCKTON CA 95209	7542006		High Density Residential	RH(OUTSIDE)	17.5	30	0.28	0.8	Vacant	NO - Privately-Owned	4th and 5th		6		6		Yes	No	No	Yes
16-3	2143 WAGNER HEIGHTS RD STOCKTON CA 95209	8027008		Commercial	CG(OUTSIDE)	17.5	30	0.45	0.4464	Vacant	NO - Privately-Owned			6		6		Yes	No	No	Yes
16-4	8955 THORNTON RD STOCKTON CA 95209	8030014		Commercial	CG(OUTSIDE)	17.5	30	1.34	0.4464	Vacant	NO - Privately-Owned	4th and 5th	17			17		Yes	No	Yes	Yes
16-5	9009 THORNTON RD STOCKTON CA 95209	8030015		Commercial	CG(OUTSIDE)	17.5	30	0.95	0.4464	Vacant	NO - Privately-Owned	4th and 5th	12			12		Yes	No	No	Yes
16-6	8601 THORNTON RD STOCKTON CA 95209	8032006		Medium Density Residential	RM	8.8	17.4	3.54	0.8	Vacant	NO - Privately-Owned	4th and 5th		49		49		Yes	No	No	Yes
16-7	1 *UNASSIGNED STOCKTON CA 95209	8032007		Medium Density Residential	RM	8.8	17.4	3.09	0.8	Vacant	NO - Privately-Owned	4th and 5th		43		43		Yes	No	No	Yes
16-8	9051 KELLEY DR STOCKTON CA 95209	8202026		Medium Density Residential	RM	8.8	17.4	0.25	0.8	Vacant	NO - Privately-Owned	4th and 5th		3		3		Yes	No	No	Yes
16-9	1530 E MORADA LN STOCKTON CA 95210	9055064		Commercial	CN(OUTSIDE)	17.5	30	0.77	0.4464	Vacant	NO - Privately-Owned	4th and 5th	10			10		Yes	No	No	Yes
16-10	9450 WEST LN STOCKTON CA 95210	9055065		Commercial	CN(OUTSIDE)	17.5	30	1.92	0.4464	Vacant	NO - Privately-Owned	4th and 5th	25			25		Yes	No	No	Yes
16-11	8404 WEST LN STOCKTON CA 95210	9056001		Administrative Professional	CO(OUTSIDE)	17.5	30	0.73	0.4464	Vacant	NO - Privately-Owned	4th and 5th	9			9		Yes	No	No	Yes
16-12	7007 DANNY DR STOCKTON CA 95210	9437002		Commercial	CG(OUTSIDE)	17.5	30	1.05	0.4464	Vacant	NO - Privately-Owned		14			14		Yes	No	No	Yes
16-13	6303 DANNY DR STOCKTON CA 95210	9437009		Administrative Professional	RH(OUTSIDE)	17.5	30	1.05	0.8	Vacant	NO - Privately-Owned		25			25		Yes	No	No	Yes
16-14	6304 DANNY DR STOCKTON CA 95210	9437027		Administrative Professional	RH(OUTSIDE)	17.5	30	1.98	0.8	Vacant	NO - Privately-Owned		47			47		Yes	No	No	Yes

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Table A-2: Pipeline Projects

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Alicia Place	1625 TURNPIKE RD STOCKTON CA 95206	16504019	Commercial	CG	3.68	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Alicia Place	76	0	1	77	3.68	
Calaveras Quarters Motel Conversion	2654 W MARCH LN 138 STOCKTON CA 95207	11002008	Commercial	CG	2.14	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Calaveras Quarters Motel Conversion	68	1	0	69	2.14	
Cannery Park	3010 E EIGHT MILE RD STOCKTON CA 95212	12202016	Industrial	IL	19.09	NO - Privately- Owned
Cannery Park	3010 E EIGHT MILE RD && STOCKTON CA 95212	12202017	Industrial	IL	7.12	NO - Privately- Owned
Cannery Park	3400 E EIGHT MILE RD A STOCKTON CA 95212	12202019	Industrial	IL	38.59	NO - Privately- Owned
Cannery Park	3212 E EIGHT MILE RD STOCKTON CA 95212	12202020	Industrial	IL	6.65	NO - Privately- Owned
Cannery Park	10719 HOLMAN RD & STOCKTON CA 95212	12202021	Open Space/Agriculture	OS	3.39	NO - Privately- Owned
Cannery Park	10719 HOLMAN RD STOCKTON CA 95212	12202022	Open Space/Agriculture	OS	10.93	NO - Privately- Owned
Cannery Park	1 *UNASSIGNED STOCKTON CA 95212	12202023	Low Density Residential	RL	3.19	NO - Privately- Owned
Cannery Park	10880 HOLMAN RD STOCKTON CA 95212	12202032	Commercial	CG	12.21	NO - Privately- Owned
Cannery Park	3820 E EIGHT MILE RD STOCKTON CA 95212	12202033	Commercial	CG	19.89	NO - Privately- Owned
Cannery Park	10724 HOLMAN RD STOCKTON CA 95212	12202035	Open Space/Agriculture	OS	11.1	NO - Privately- Owned
Cannery Park	10616 HOLMAN RD STOCKTON CA 95212	12202036	Low Density Residential	RL	9.27	NO - Privately- Owned
Cannery Park	3745 PFC JESSE MIZENER ST STOCKTON CA 95212	12202037	Open Space/Agriculture	OS	1.12	NO - Privately- Owned
Cannery Park		12202038	Commercial	CG	55.88	NO - Privately- Owned
Cannery Park	10524 HOLMAN RD STOCKTON CA 95212	12202039	Low Density Residential	RL	6.59	NO - Privately- Owned
Cannery Park	3860 PFC JESSE MIZENER ST STOCKTON CA 95212	12202040	Low Density Residential	RL	8.99	NO - Privately- Owned
Cannery Park	10509 N STATE ROUTE 99 W FR RD STOCKTON CA 95212	12202043	Commercial	CG	11.89	NO - Privately- Owned
Cannery Park	1 *UNASSIGNED STOCKTON CA 95212	12202046	Low Density Residential	RL	11.51	NO - Privately- Owned
Cannery Park	1 *UNASSIGNED STOCKTON CA 95212	12202048	Low Density Residential	RL	0.72	NO - Privately- Owned
Cannery Park	1 *UNASSIGNED STOCKTON CA 95212	12202049	Low Density Residential	RL	1.43	NO - Privately- Owned
Cannery Park	10311 HOLMAN RD STOCKTON CA 95212	12202050	Low Density Residential	RL	14.39	NO - Privately- Owned
Cannery Park		12202056	Low Density Residential	RL	8.44	NO - Privately- Owned
Cannery Park		12218069	Low Density Residential		0.04	NO - Privately- Owned
Cannery Park		12219001	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219002	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219003	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219004	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219005	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219006	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219007	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219008	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219009	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219010	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219011	Low Density Residential	RL	0.13	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Cannery Park		12219012	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219013	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219014	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219015	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219016	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219017	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219018	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12219019	Low Density Residential	RL	0.29	NO - Privately- Owned
Cannery Park		12219020	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219021	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219022	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219023	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219024	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219025	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219026	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219027	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219028	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12219029	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219030	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219031	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219032	Low Density Residential	RL	0.23	NO - Privately- Owned
Cannery Park		12219033	Low Density Residential	RL	0.22	NO - Privately- Owned
Cannery Park		12219034	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12219035	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12219036	Low Density Residential	RL	0.17	NO - Privately- Owned
Cannery Park		12219037	Low Density Residential	RL	0.17	NO - Privately- Owned
Cannery Park		12219038	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12219039	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219040	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219041	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219042	Low Density Residential	RL	0.2	NO - Privately- Owned
Cannery Park		12219043	Low Density Residential	RL	0.28	NO - Privately- Owned
Cannery Park		12219044	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12219045	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219046	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219047	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219048	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12219049	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219050	Low Density Residential	RL	0.13	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Cannery Park		12219051	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219052	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219053	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219054	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219055	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219056	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219057	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219058	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219059	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219060	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12219061	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12219062	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12219063	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219064	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219065	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219066	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219067	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219068	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219069	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219070	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219071	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219072	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12219073	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220001	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220002	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220003	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220004	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220005	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12220006	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12220007	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12220008	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12220009	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12220010	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220011	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12220012	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12220013	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12220014	Low Density Residential	RL	0.22	NO - Privately- Owned
Cannery Park		12220015	Low Density Residential	RL	0.41	NO - Privately- Owned
Cannery Park		12220016	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12220017	Low Density Residential	RL	0.12	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Cannery Park		12220018	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220019	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220020	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220021	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220022	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220023	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220024	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220025	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220026	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220027	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12220028	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12220029	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220030	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220031	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220032	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220033	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220034	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220035	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220036	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220037	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220038	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220039	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220040	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220041	Low Density Residential	RL	0.24	NO - Privately- Owned
Cannery Park		12220042	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12220043	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12220044	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220045	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12220046	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220047	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220048	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220049	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220050	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220051	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220052	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220053	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220054	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220055	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220056	Low Density Residential	RL	0.13	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Cannery Park		12220057	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220058	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220059	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220060	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220061	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12220062	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12220063	Low Density Residential	RL	0.17	NO - Privately- Owned
Cannery Park		12221001	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221002	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221003	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221004	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12221005	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221006	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221007	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221008	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221009	Low Density Residential	RL	0.19	NO - Privately- Owned
Cannery Park		12221010	Low Density Residential	RL	0.23	NO - Privately- Owned
Cannery Park		12221011	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221012	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221013	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221014	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221015	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221016	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221017	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221018	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221019	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221020	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221021	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221022	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221023	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221024	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12221025	Low Density Residential	RL	0.24	NO - Privately- Owned
Cannery Park		12221026	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12221027	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221028	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221029	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221030	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221031	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12221032	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12221033	Low Density Residential	RL	0.13	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Cannery Park		12221034	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221035	Low Density Residential	RL	0.2	NO - Privately- Owned
Cannery Park		12221036	Low Density Residential	RL	0.2	NO - Privately- Owned
Cannery Park		12221037	Low Density Residential	RL	0.25	NO - Privately- Owned
Cannery Park		12221038	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12221039	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221040	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12221041	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12221042	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12221043	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221044	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221045	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221046	Low Density Residential	RL	0.23	NO - Privately- Owned
Cannery Park		12221047	Low Density Residential	RL	0.18	NO - Privately- Owned
Cannery Park		12221048	Low Density Residential	RL	0.23	NO - Privately- Owned
Cannery Park		12221049	Low Density Residential	RL	0.15	NO - Privately- Owned
Cannery Park		12221050	Low Density Residential	RL	0.12	NO - Privately- Owned
Cannery Park		12221051	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12221052	Low Density Residential	RL	0.14	NO - Privately- Owned
Cannery Park		12221053	Low Density Residential	RL	0.16	NO - Privately- Owned
Cannery Park		12221054	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221055	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221056	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221057	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221058	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221059	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221060	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221061	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221062	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221063	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221064	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221065	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221066	Low Density Residential	RL	0.13	NO - Privately- Owned
Cannery Park		12221067	Low Density Residential	RL	0.13	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Cannery Park	0	32	490	522	291.8	
Crystal Bay	1 *UNASSIGNED STOCKTON CA 95219	6606001	Medium Density Residential	RM	49.9	NO - Privately- Owned
Crystal Bay	1 *UNASSIGNED STOCKTON CA 95219	6606002	Low Density Residential	RL	62.63	NO - Privately- Owned
Crystal Bay	7544 W EIGHT MILE RD STOCKTON CA 95219	6606003	Medium Density Residential	RM	61.53	NO - Privately- Owned

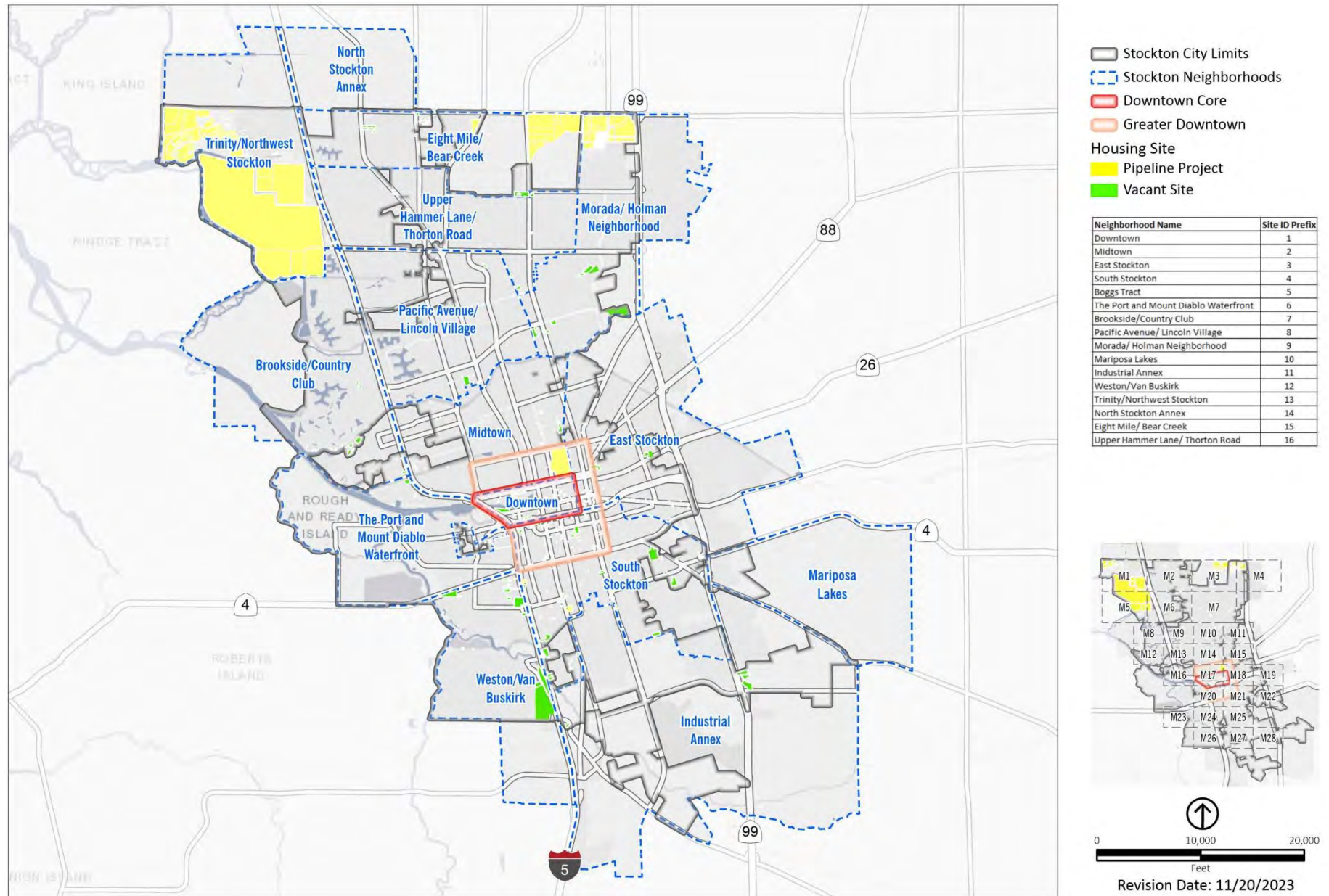
PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Crystal Bay	0	67	1,276	1,343	174	
Delta Cove	9821 N I 5 W FR RD STOCKTON CA 95219	7117002	Low Density Residential	RL	259.52	NO - Privately- Owned
Delta Cove	1 *UNASSIGNED STOCKTON CA 95219	7117004	Low Density Residential	RL	50	NO - Privately- Owned
Delta Cove	1 *UNASSIGNED STOCKTON CA 95219	7117005	Low Density Residential	RL	50	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Delta Cove	0	77	1,468	1,545	359.52	
Elderberry Residential Project		8404005	High Density Residential	RH	12.46	NO - Privately- Owned
Elderberry Residential Project	10601 N LOWER SACRAMENTO RD STOCKTON CA 95209	8404007	Low Density Residential	RL	6.34	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Elderberry Residential Project	0	0	42	42	18.8	
Fairview Terrace	2244 S AIRPORT WY STOCKTON CA 95206	16915101	Commercial	CG(OUTSIDE)	0.9	NO - Privately- Owned
Fairview Terrace	2226 S AIRPORT WY STOCKTON CA 95206	16916301	Commercial	CG(OUTSIDE)	0.71	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Fairview Terrace	76	0	0	76	1.61	
Grand View Village		13913028	Commercial	CD	0.79	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Grand View Village	75	0	0	75	0.79	
Harding Apartments	645 W HARDING WY 15A STOCKTON CA 95204	13705006	Administrative Professional	CO	1.02	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Harding Apartments	0	4	18	22	1.02	
Hunter House New Apartments	610 N HUNTER ST STOCKTON CA 95202	13906033	Commercial	CD	0.69	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Hunter House New Apartments	120	0	0	120	0.69	
La Passeggiata Affordable Housing Project	622 E LINDSAY ST STOCKTON CA 95202	13931025	Commercial	CD	0.83	YES - State-Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
La Passeggiata Affordable Housing Project	94	0	0	94	0.83	
Mobile Homes On El Dorado	2424 S EL DORADO ST STOCKTON CA 95206	16707028	High Density Residential	RH	7.06	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Mobile Homes On El Dorado	0	18	104	122	7.06	
Park Center Apartments		13718030	High Density Residential	CN	0.81	NO - Privately- Owned
Park Center Apartments	21 W PARK ST STOCKTON CA 95202	13718031	High Density Residential	RH	0.17	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Park Center Apartments	50	0	1	51	0.98	
Sanctuary		7113013	Mixed Use	MX	1546.17	NO - Privately- Owned
Sanctuary		7113015	Mixed Use	MX	1.73	NO - Privately- Owned
Sanctuary		7113016	Mixed Use	MX	205.92	NO - Privately- Owned
Sanctuary		7113017	Mixed Use	MX	79.49	NO - Privately- Owned
Sanctuary		7113018	Mixed Use	MX	110.86	NO - Privately- Owned
Sanctuary		7113019	Mixed Use	MX	6.29	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Sanctuary	0	0	5,758	5,758	1,950	
Sonora Square Apartments	E. Sonora Street between S. Center Street and S. El Dorado Street	14906217	Commercial	CD	0.92	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Sonora Square Apartments	37	0	0	37	0.92	
Swain Crossing Apartments	6045 TAM O SHANTER DR STOCKTON CA 95210	9405008	High Density Residential	RH	1.58	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Swain Crossing Apartments	0	5	31	36	1.58	
Tra Vigne		12002001	Commercial	CG	0.92	NO - Privately- Owned
Tra Vigne		12002002	Low Density Residential	RL	83.08	NO - Privately- Owned
Tra Vigne		12002003	Low Density Residential	RL	38.34	NO - Privately- Owned
Tra Vigne		12002013	Industrial	IG	5.29	NO - Privately- Owned
Tra Vigne		12002014	Industrial	IG	10.28	NO - Privately- Owned
Tra Vigne		12002015	Low Density Residential	RL	98.02	NO - Privately- Owned
Tra Vigne		12002017	Low Density Residential	OS	25.53	NO - Privately- Owned
Tra Vigne		12002018	Low Density Residential	RL	5.68	NO - Privately- Owned
Tra Vigne		12002019	Low Density Residential	RL	12.66	NO - Privately- Owned
Tra Vigne		12002022	Low Density Residential	RL	20.21	NO - Privately- Owned
Tra Vigne		12002023	Low Density Residential	RL	12.97	NO - Privately- Owned
Tra Vigne		12201002	Low Density Residential	RL	2.84	NO - Privately- Owned
Tra Vigne		12201004	Low Density Residential	RL	2.23	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Tra Vigne	0	0	1,503	1,503	318.05	
Trinity Parkway Apartments	5215 COSUMNES DR STOCKTON CA 95219	6602008	Mixed Use	MX	4.32	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Trinity Parkway Apartments	0	18	102	120	4.32	
University Park		13921008	Mixed Use	MX	103.47	YES - State-Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
University Park	0	0	359	359	103.47	
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605014	Mixed Use	MX	20.77	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605015	Mixed Use	MX	0	NO - Privately- Owned
Westlake at Spanos Park	5836 MELONES WY STOCKTON CA 95219	6633004	Mixed Use	MX	0.14	NO - Privately- Owned
Westlake at Spanos Park	10306 HADDONFIELD LN STOCKTON CA 95219	6633022	Mixed Use	MX	0.13	NO - Privately- Owned
Westlake at Spanos Park	10345 HADDONFIELD LN STOCKTON CA 95219	6633026	Mixed Use	MX	0.16	NO - Privately- Owned
Westlake at Spanos Park	10302 JERICHO DR STOCKTON CA 95219	6634016	Mixed Use	MX	0.15	NO - Privately- Owned
Westlake at Spanos Park	10129 BAY HARBOR DR STOCKTON CA 95219	6635040	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park	10113 CAPETOWN LN STOCKTON CA 95219	6636028	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park	5920 GREY GULL WY STOCKTON CA 95219	6636044	Mixed Use	MX	0.5	NO - Privately- Owned
Westlake at Spanos Park	5944 DUCK COVE LN STOCKTON CA 95219	6637047	Mixed Use	MX	0.1	NO - Privately- Owned

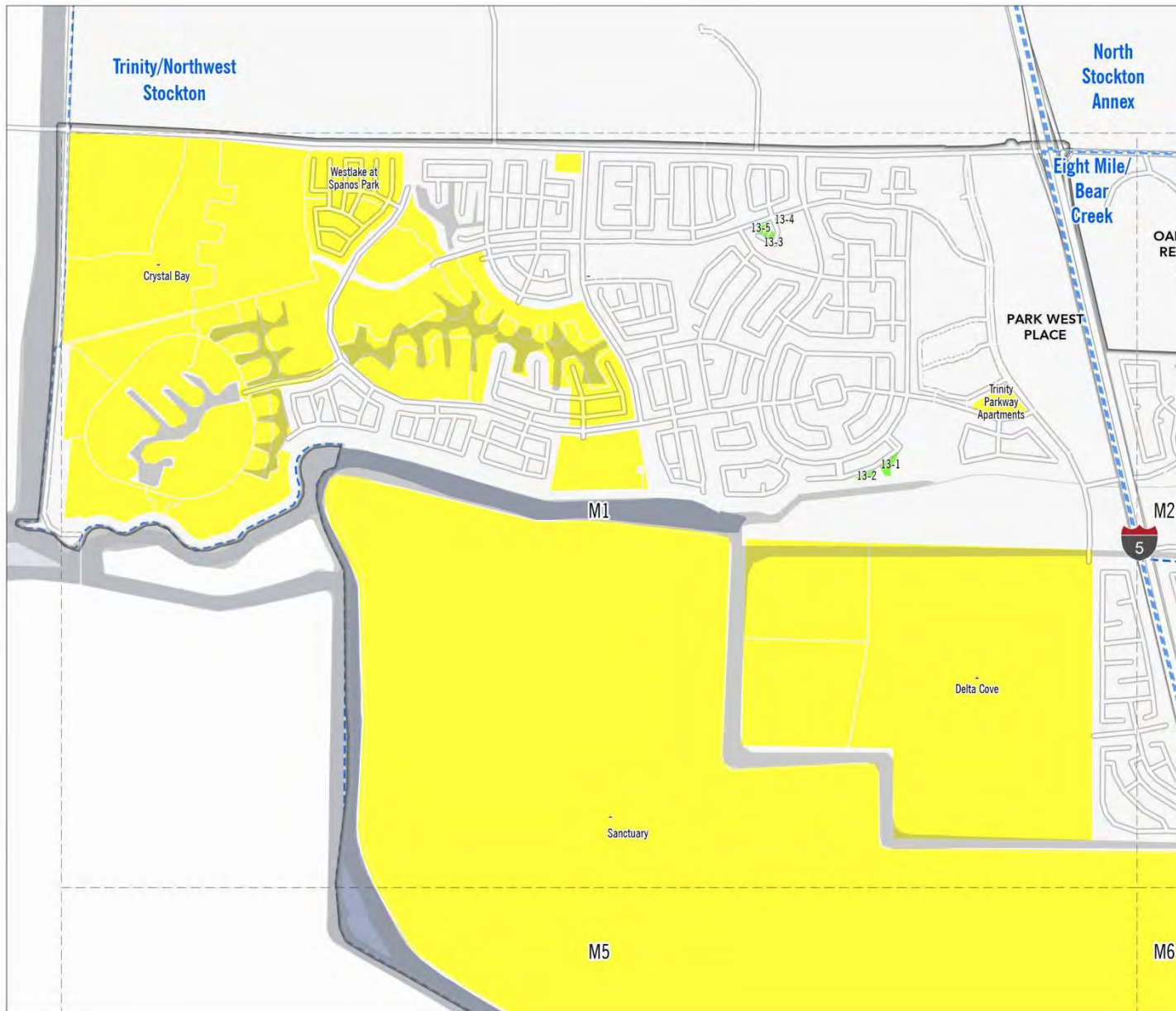
PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Westlake at Spanos Park	10554 BERRY COVE WY STOCKTON CA 95219	6638005	Mixed Use	MX	0.09	NO - Privately- Owned
Westlake at Spanos Park	10534 SEAHORN DR STOCKTON CA 95219	6638023	Mixed Use	MX	0.09	NO - Privately- Owned
Westlake at Spanos Park	5945 MELONES WY STOCKTON CA 95219	6639005	Mixed Use	MX	0.08	NO - Privately- Owned
Westlake at Spanos Park	5829 MELONES WY STOCKTON CA 95219	6639038	Mixed Use	MX	0.08	NO - Privately- Owned
Westlake at Spanos Park	5862 PEBBLESTONE LN STOCKTON CA 95219	6639062	Mixed Use	MX	0.09	NO - Privately- Owned
Westlake at Spanos Park		6641056	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6641070	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6642004	Mixed Use	MX	0.14	NO - Privately- Owned
Westlake at Spanos Park		6642014	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6642028	Mixed Use	MX	0.13	NO - Privately- Owned
Westlake at Spanos Park		6642042	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6642084	Mixed Use	MX	0.14	NO - Privately- Owned
Westlake at Spanos Park		6644028	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6645053	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6645069	Mixed Use	MX	0.28	NO - Privately- Owned
Westlake at Spanos Park		6646028	Mixed Use	MX	0.12	NO - Privately- Owned
Westlake at Spanos Park		6646038	Mixed Use	MX	0.11	NO - Privately- Owned
Westlake at Spanos Park		6649048	Mixed Use	MX	2.16	NO - Privately- Owned
Westlake at Spanos Park		6649047	Mixed Use	MX	2.23	NO - Privately- Owned
Westlake at Spanos Park		6649046	Mixed Use	MX	4.76	NO - Privately- Owned
Westlake at Spanos Park		6647002	Mixed Use	MX	16.27	NO - Privately- Owned
Westlake at Spanos Park		6646045	Mixed Use	MX	1.24	NO - Privately- Owned
Westlake at Spanos Park		6605072	Mixed Use	MX	7.8	NO - Privately- Owned
Westlake at Spanos Park		6605071	Mixed Use	MX	24.41	NO - Privately- Owned
Westlake at Spanos Park		6605070	Mixed Use	MX	39.49	NO - Privately- Owned
Westlake at Spanos Park		6605069	Mixed Use	MX	23.1	NO - Privately- Owned
Westlake at Spanos Park		6605068	Mixed Use	MX	20.75	NO - Privately- Owned
Westlake at Spanos Park		6605066	Mixed Use	MX	15.04	NO - Privately- Owned
Westlake at Spanos Park		6605060	Mixed Use	MX	0.43	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605054	Mixed Use	MX	0.69	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605051	Mixed Use	MX	1.68	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605047	Mixed Use	MX	10.35	NO - Privately- Owned
Westlake at Spanos Park	7969 DEL WEBB CI STOCKTON CA 95219	6605046	Mixed Use	MX	26.93	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605045	Mixed Use	MX	35.04	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605043	Mixed Use	MX	16.57	NO - Privately- Owned
Westlake at Spanos Park	7970 DEL WEBB CI STOCKTON CA 95219	6605042	Mixed Use	MX	19.36	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605041	Mixed Use	MX	2.36	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605036	Mixed Use	MX	2.73	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605035	Mixed Use	MX	4.1	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605033	Mixed Use	MX	13.31	NO - Privately- Owned

PIPELINE PROJECT NAME	ADDRESS	APN	GENERAL PLAN	ZONING	PARCEL ACREAGE	PUBLICLY-OWNED
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605032	Mixed Use	MX	10.54	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605031	Mixed Use	MX	2.21	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605020	Mixed Use	MX	4.59	NO - Privately- Owned
Westlake at Spanos Park	1 *UNASSIGNED STOCKTON CA 95219	6605016	Mixed Use	MX	14.68	NO - Privately- Owned
Project Summary	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	Total Capacity	Total Acres	
Westlake at Spanos Park	0	131	2,621	2,752	347.08	

Sites Inventory Map Citywide

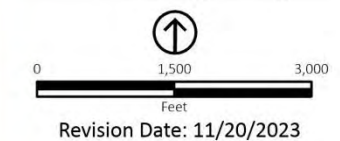
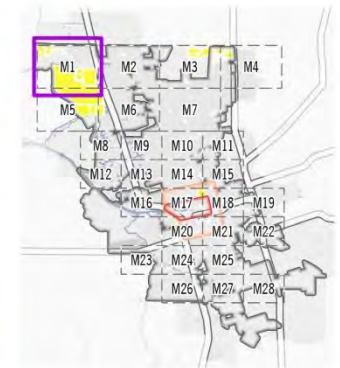


Sites Inventory Map M1

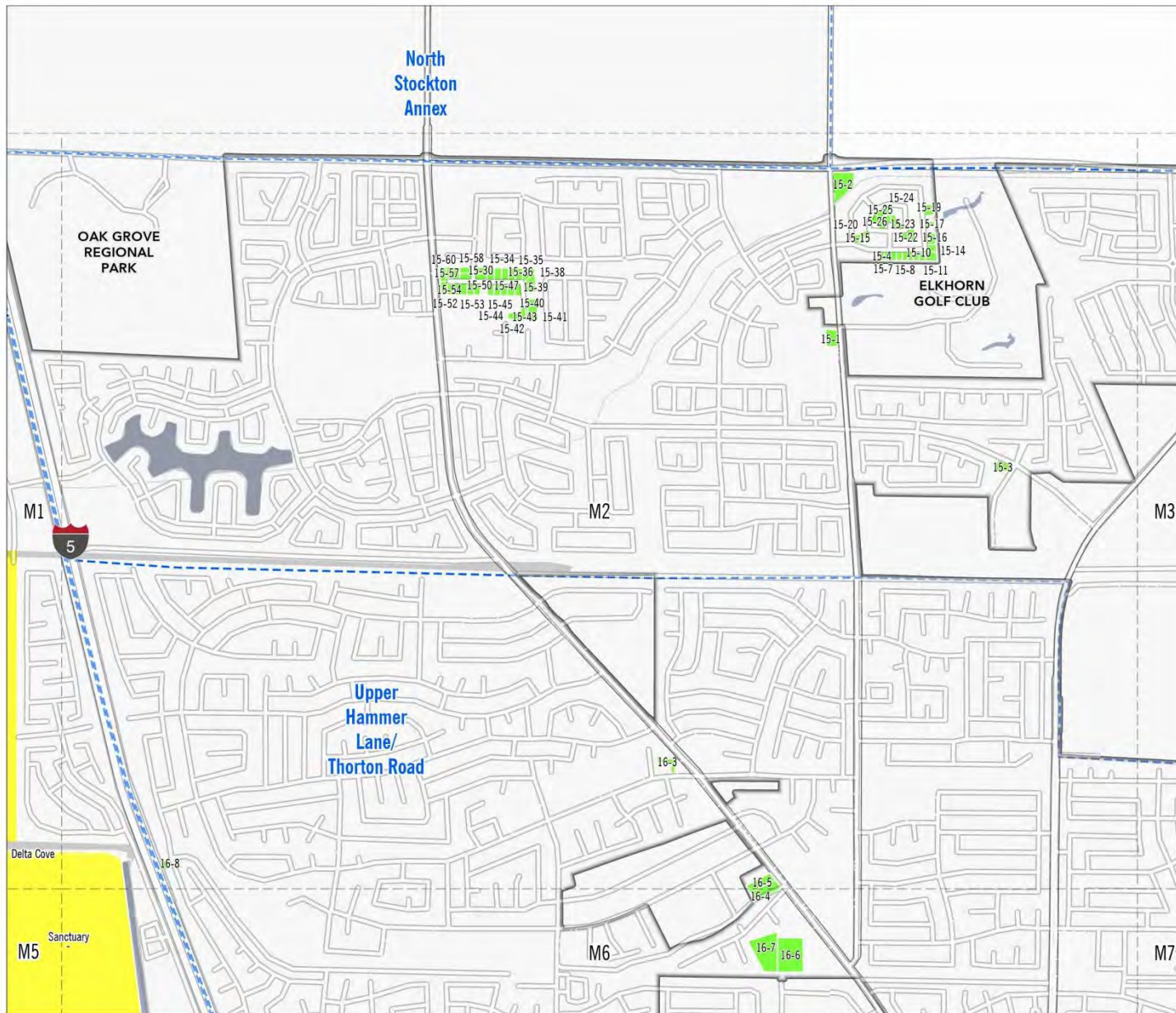


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

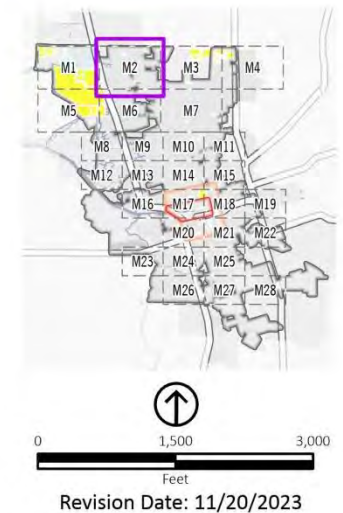


Sites Inventory Map M2

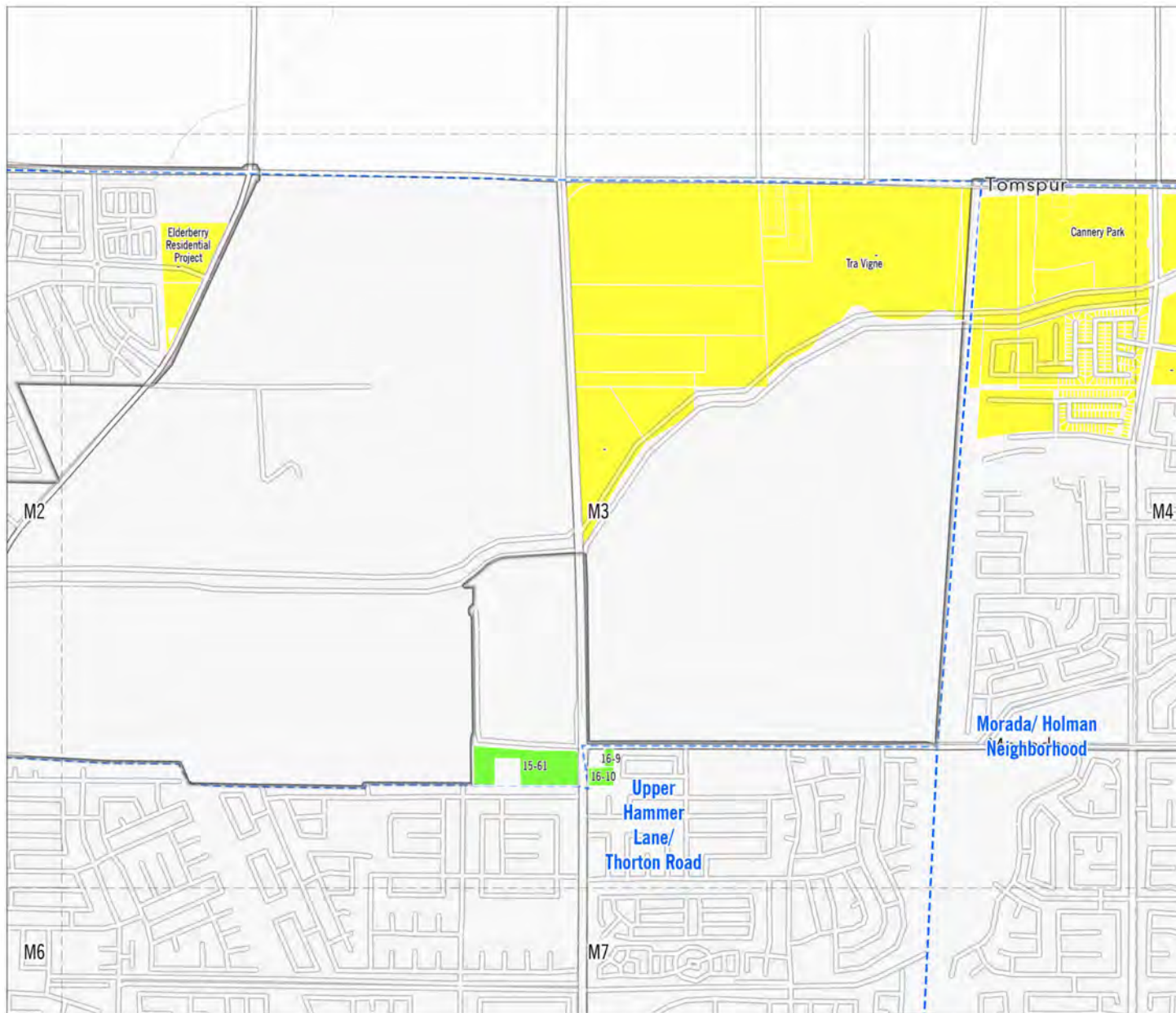


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site
 - Pipeline Project
 - Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



Sites Inventory Map M3

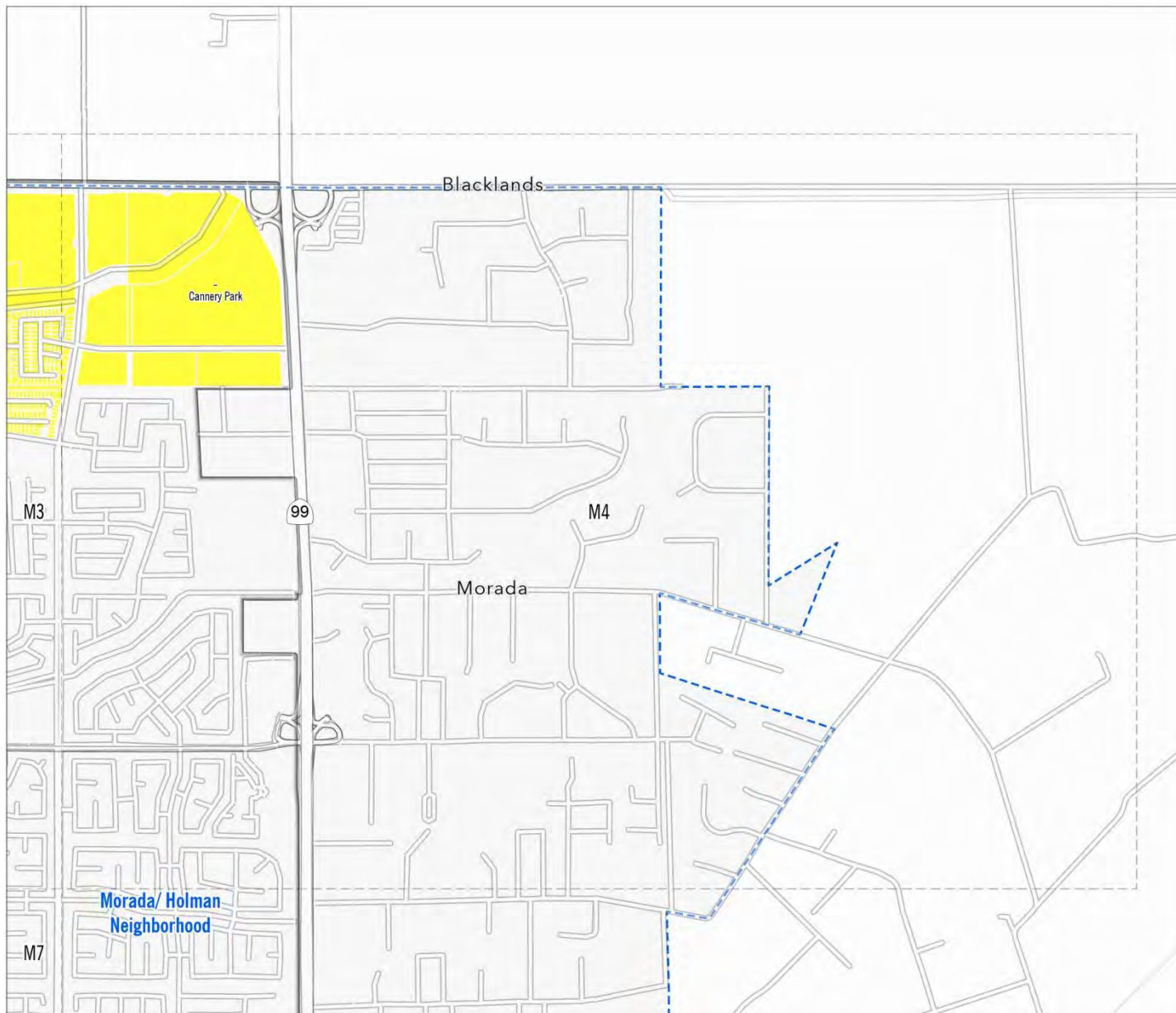


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

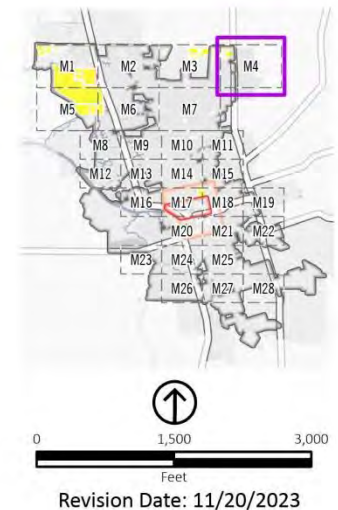


Sites Inventory Map M4

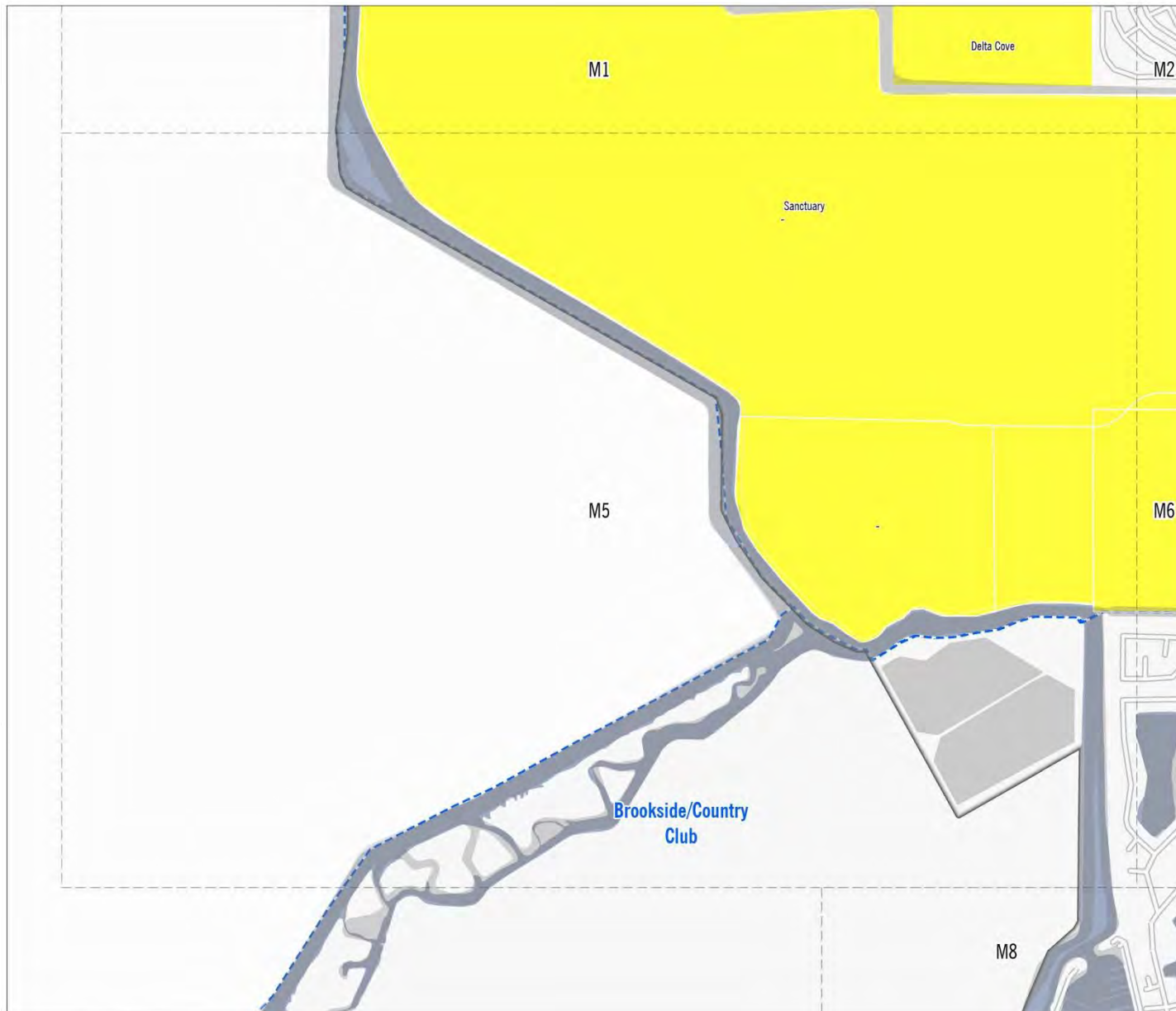


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

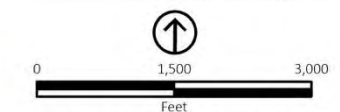
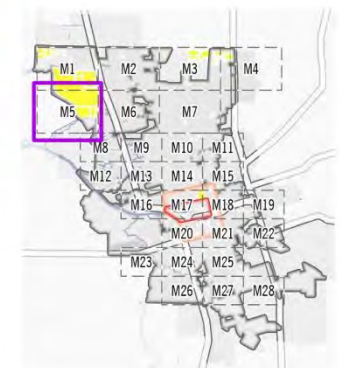


Sites Inventory Map M5



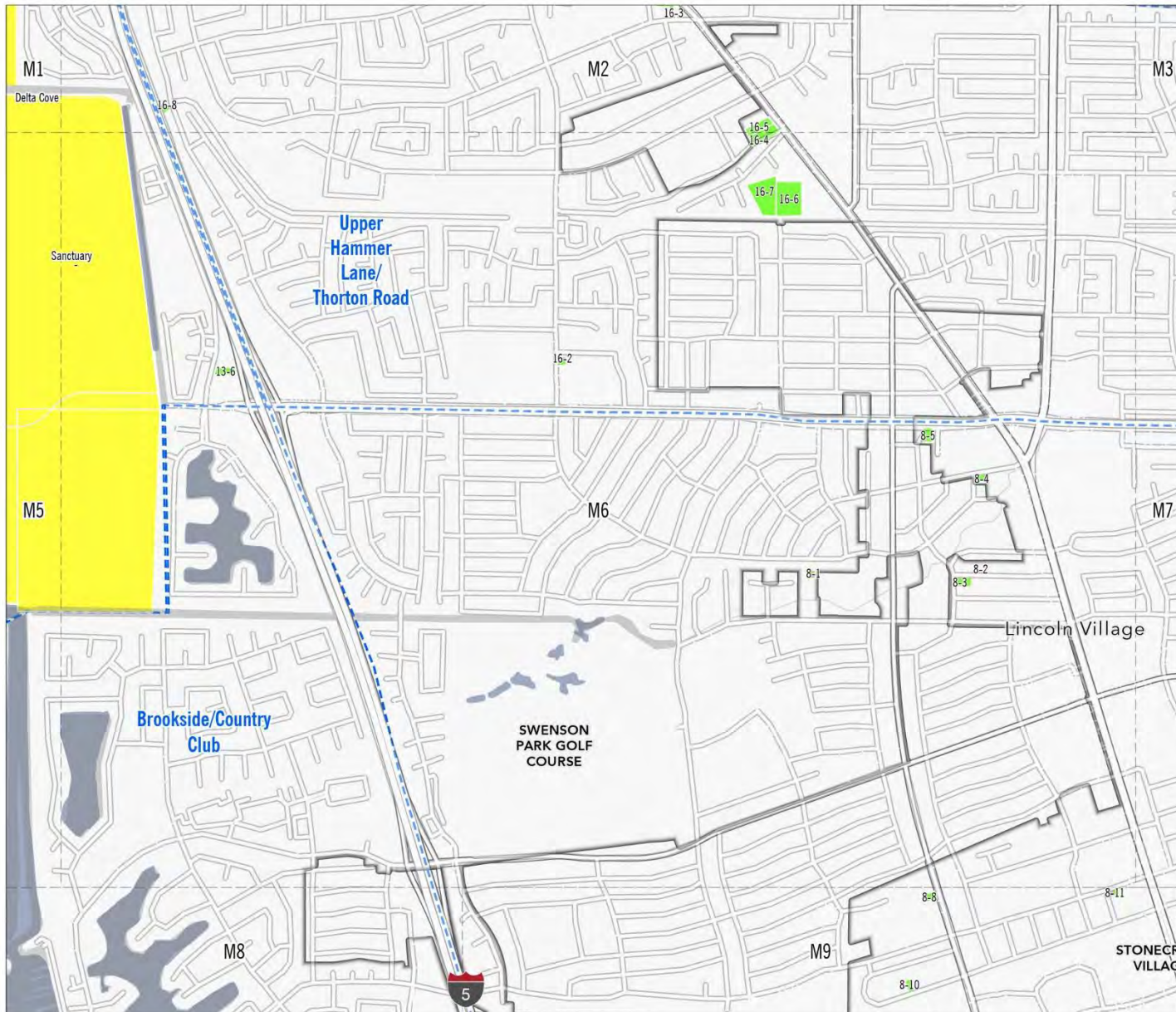
- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



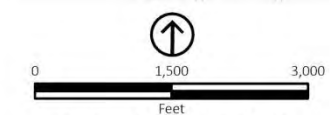
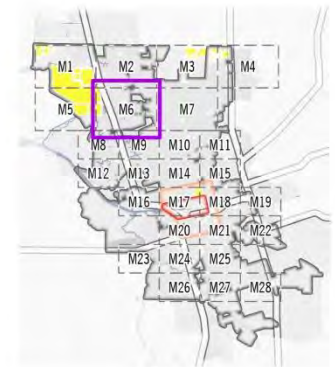
Revision Date: 11/20/2023

Sites Inventory Map M6



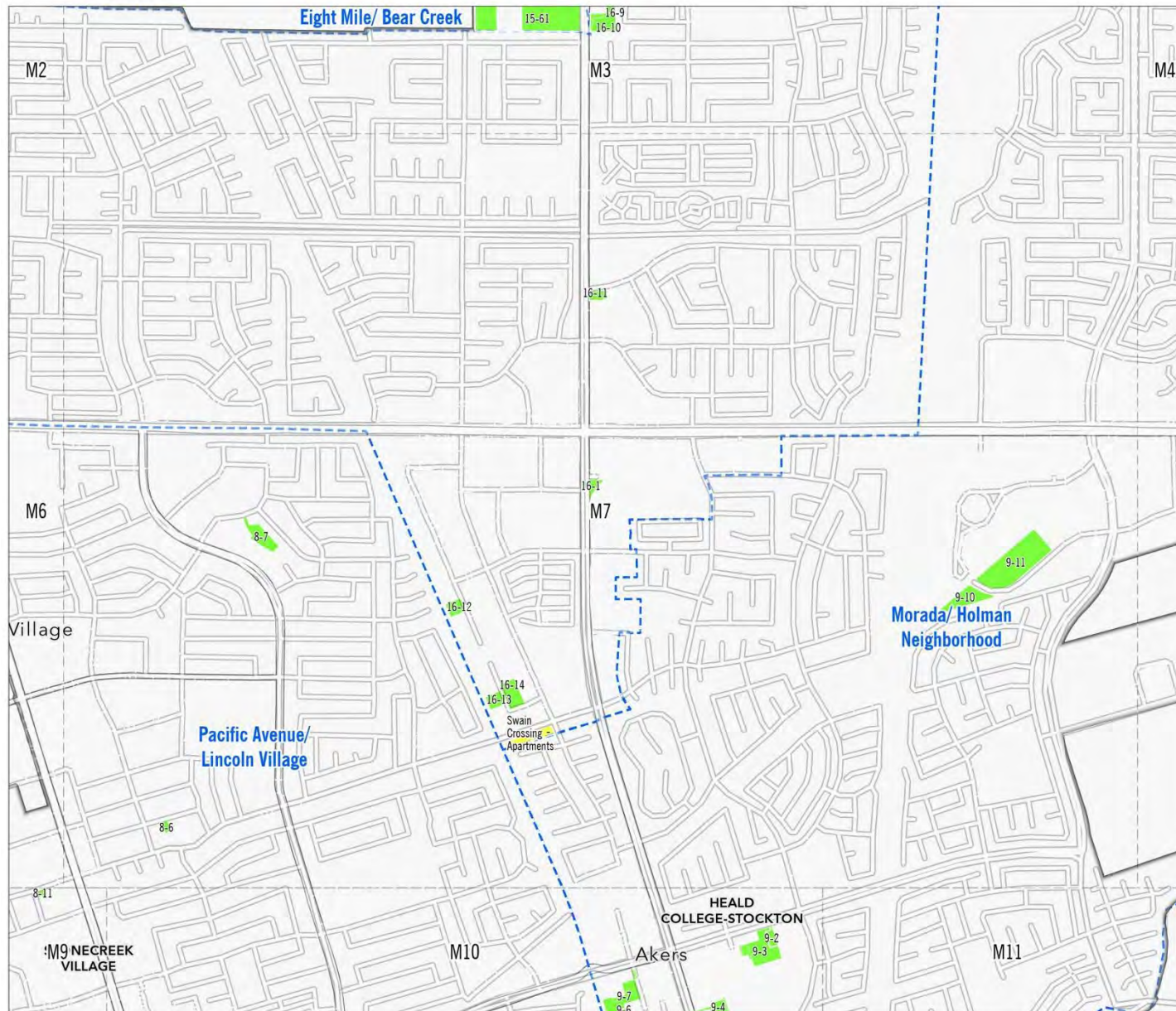
- Stockton City Limits
- Stockton Neighborhoods
- Housing Site
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



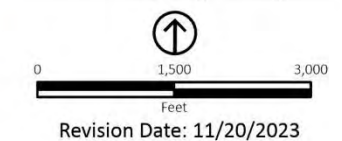
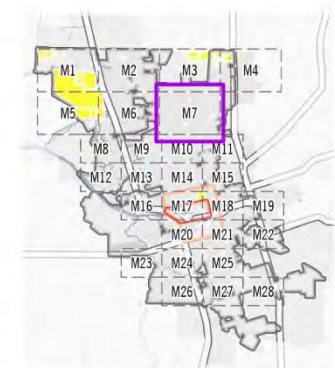
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Sites Inventory Map M7

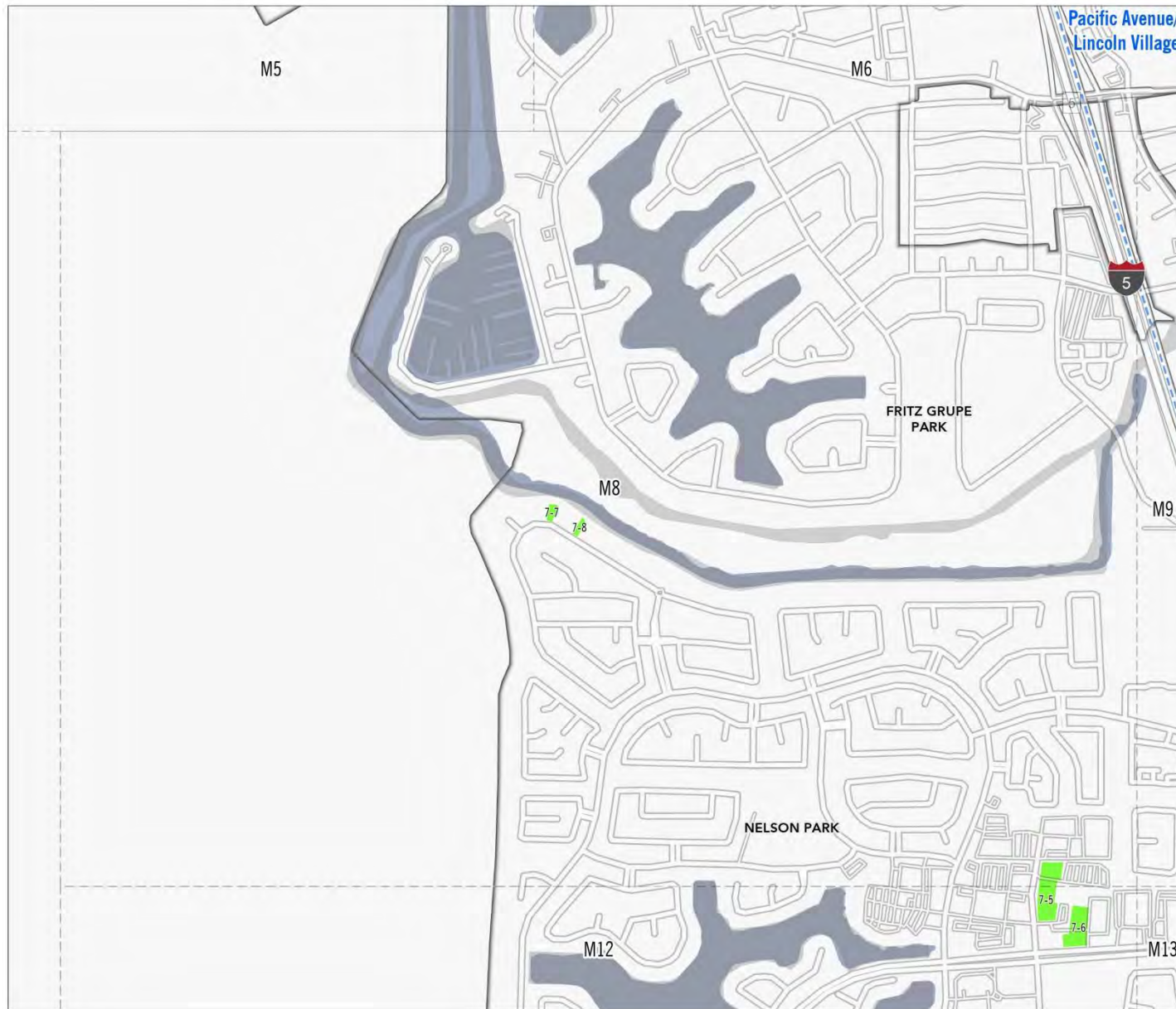


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

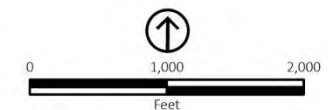
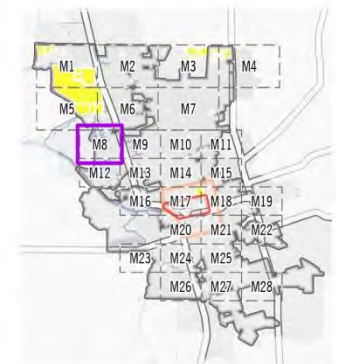


Sites Inventory Map M8



- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



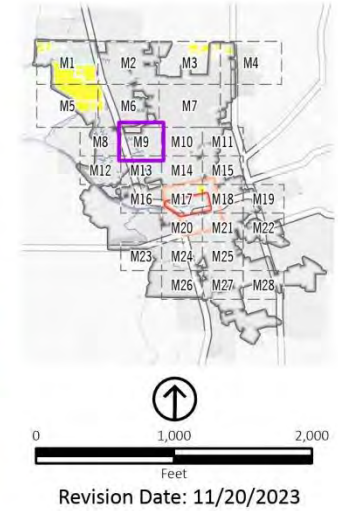
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Sites Inventory Map M9

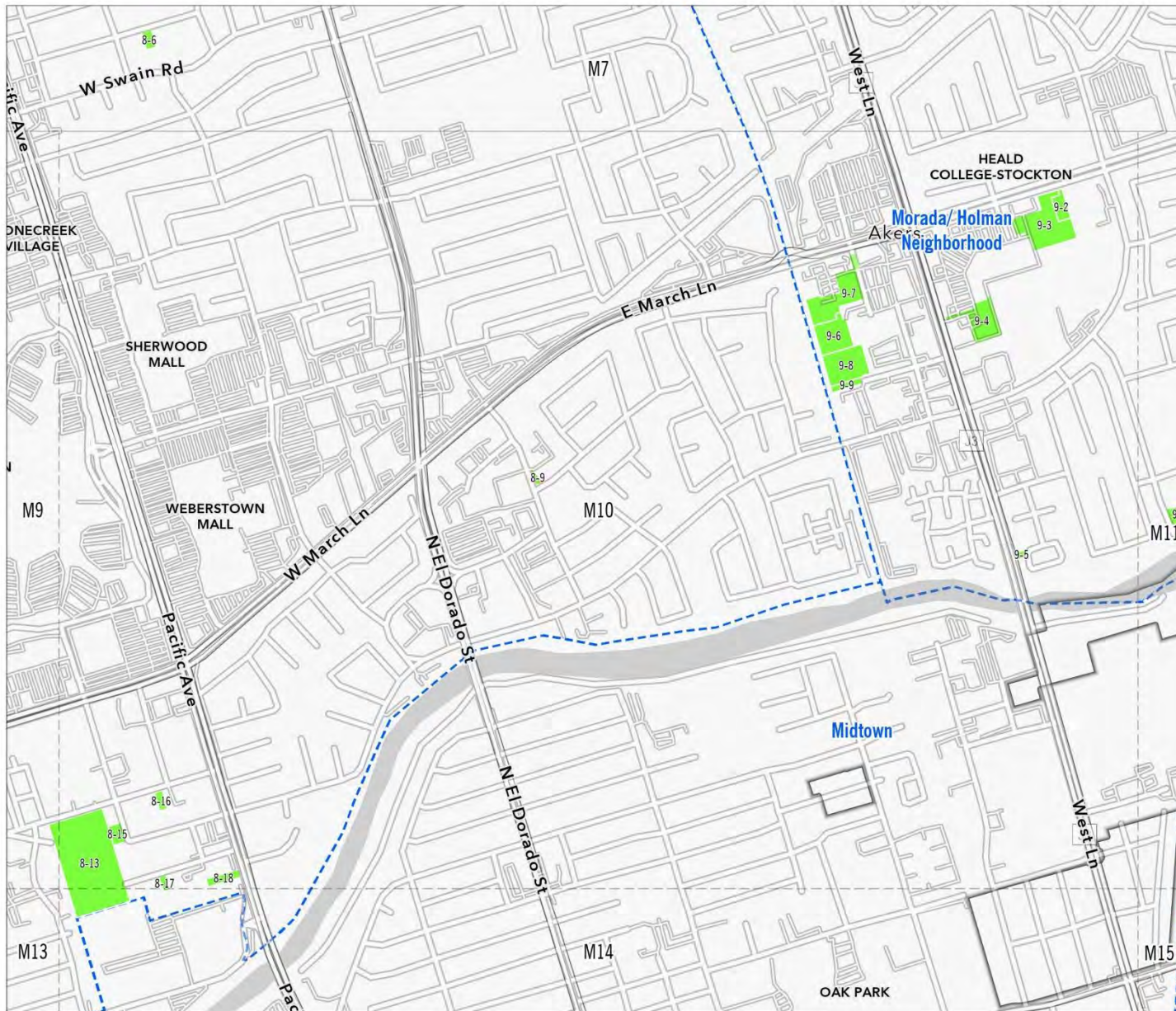


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

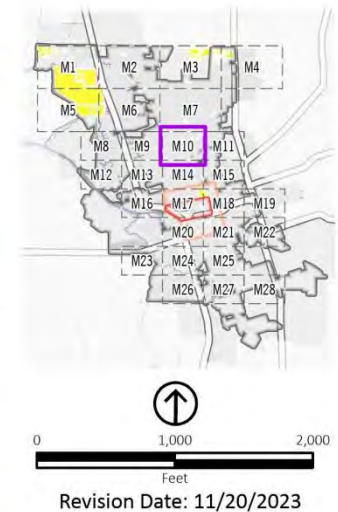


Sites Inventory Map M10

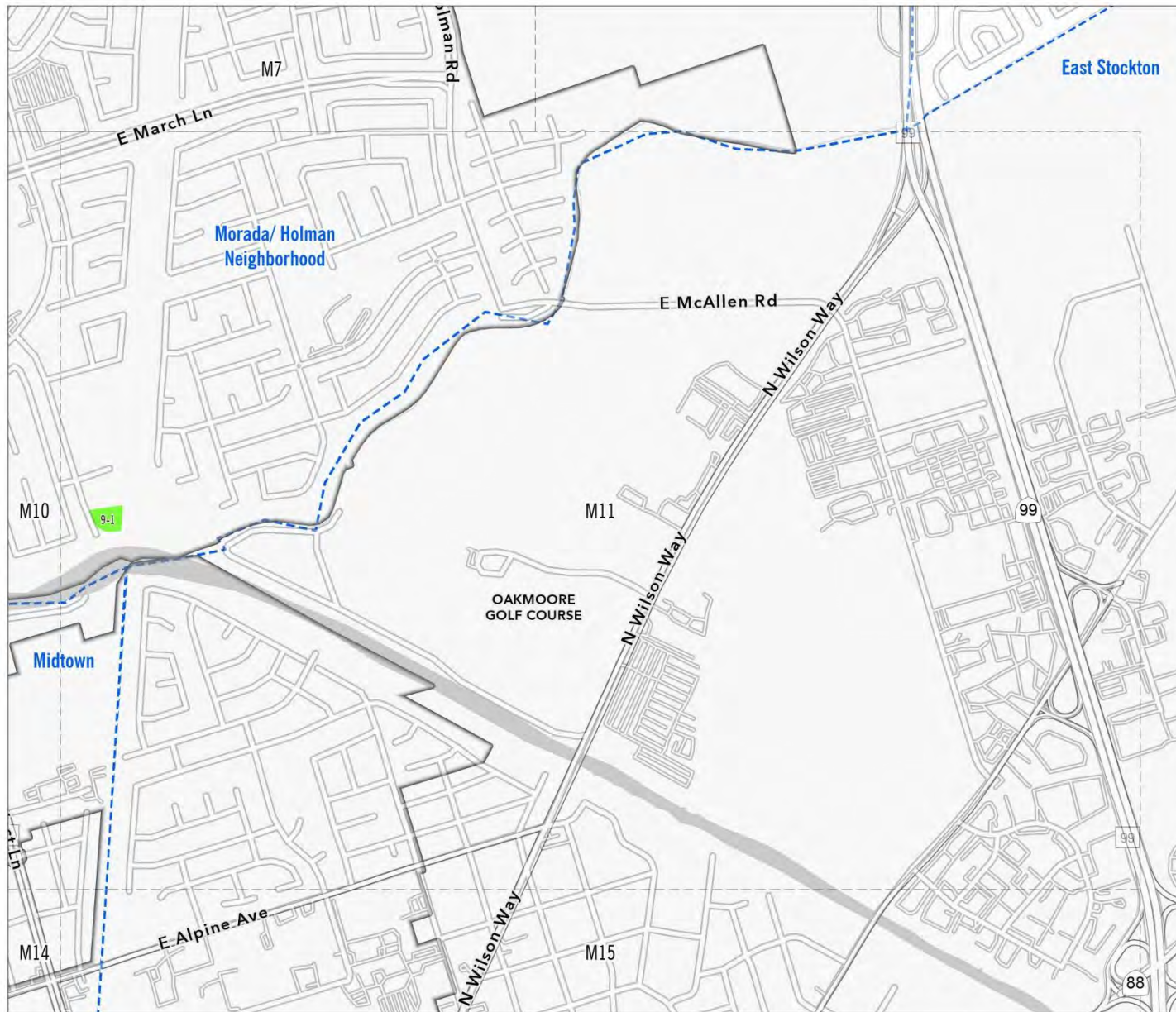


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

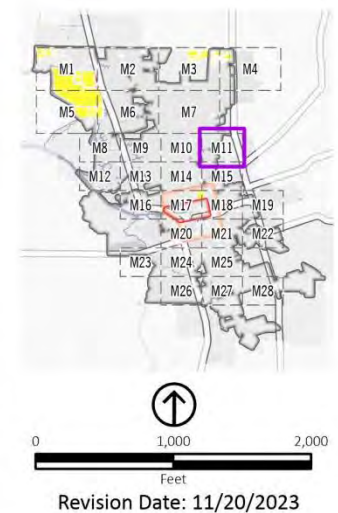


Sites Inventory Map M11

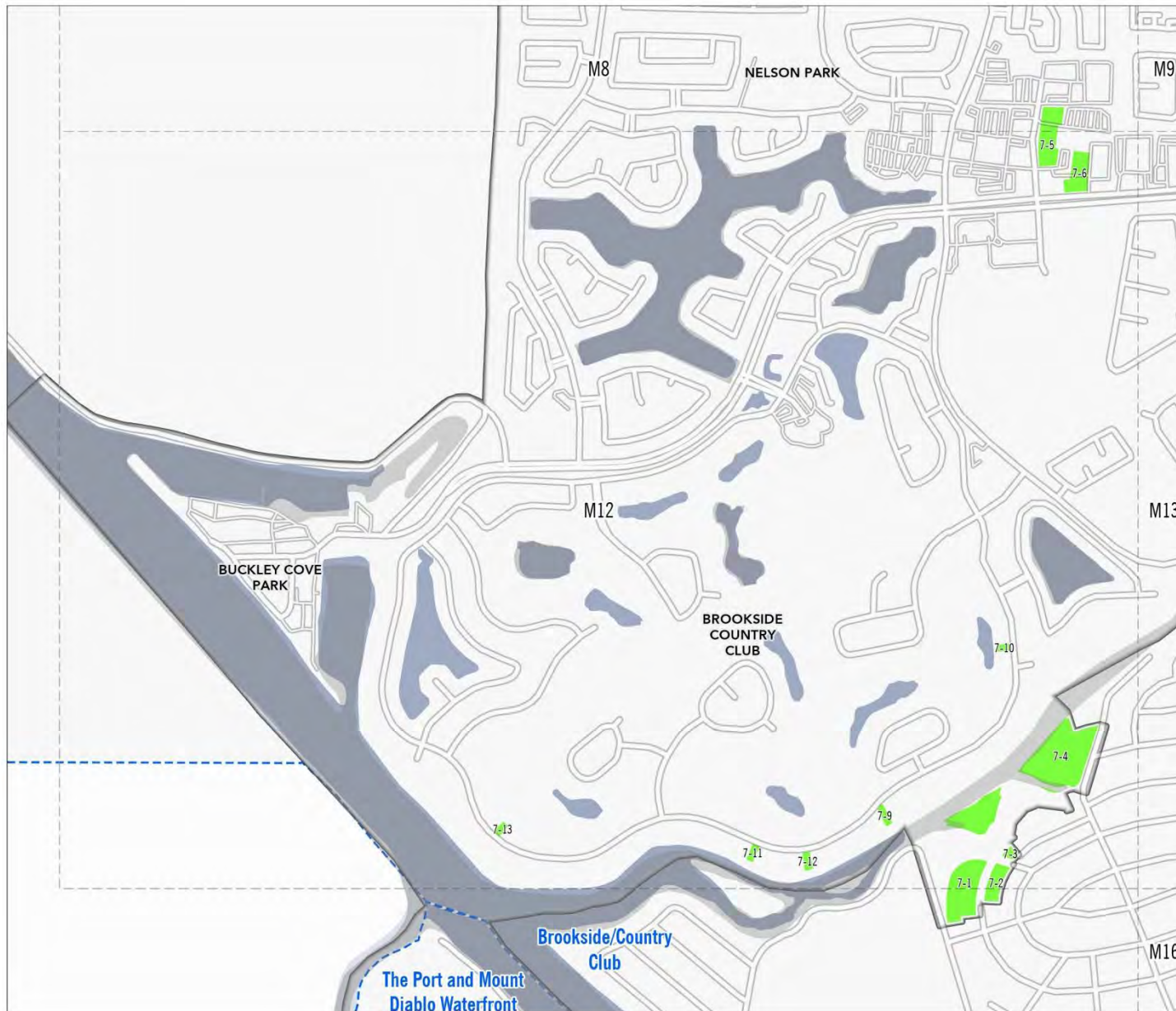


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

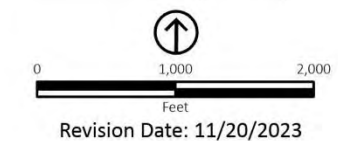
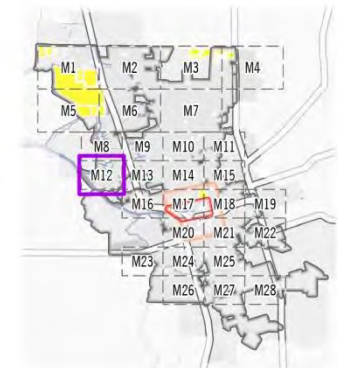


Sites Inventory Map M12

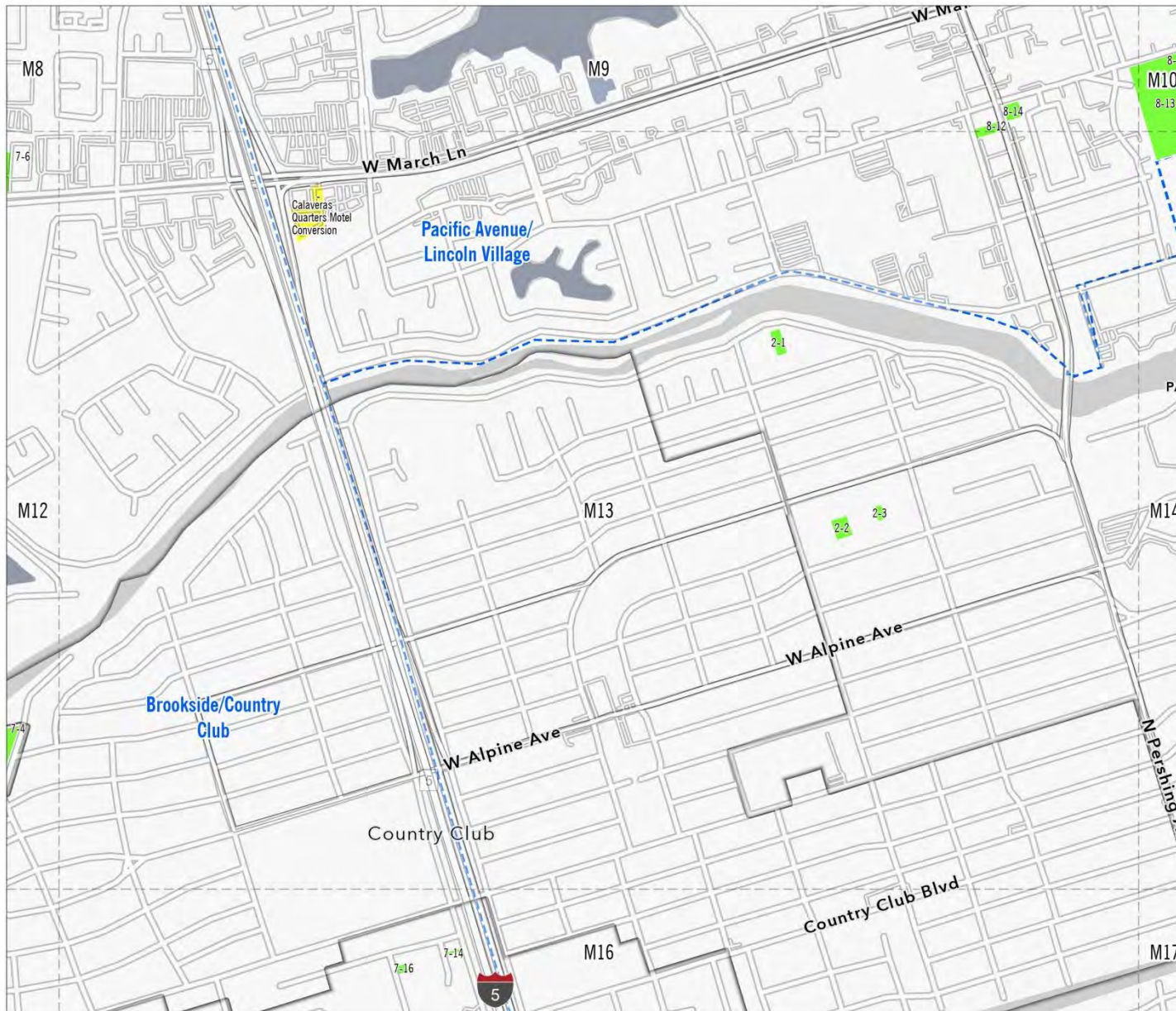


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

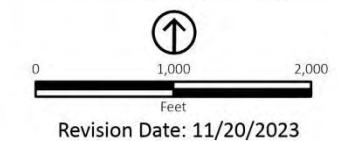
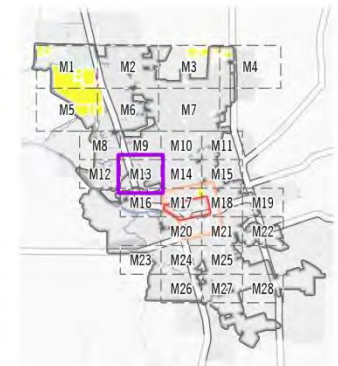


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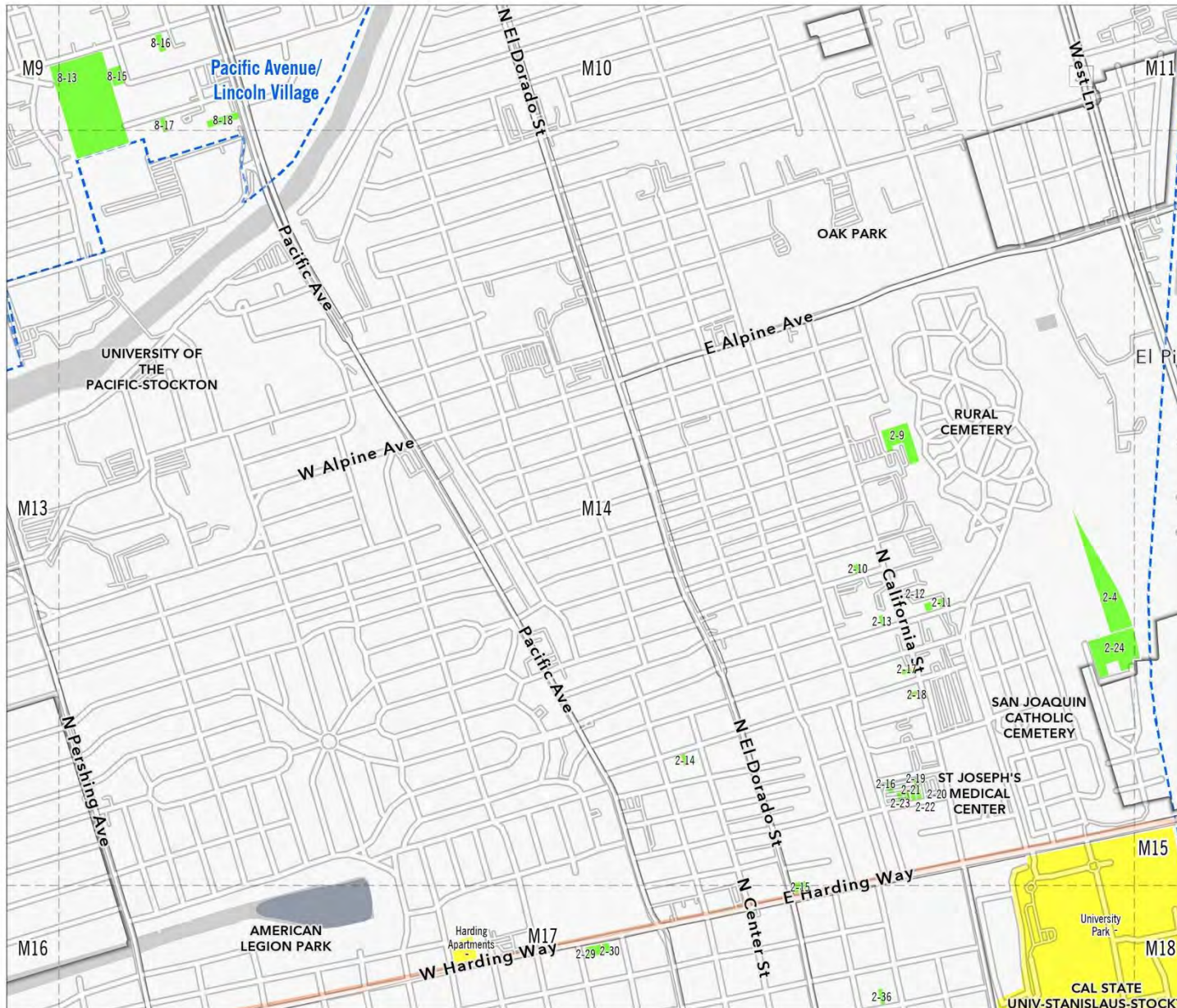


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

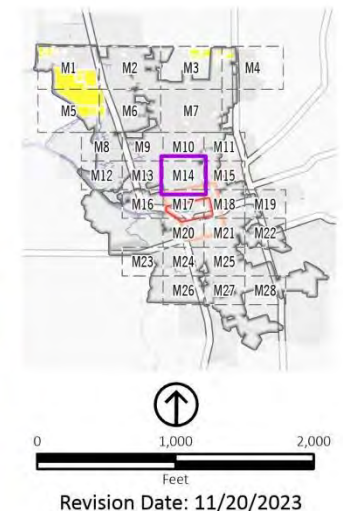


Sites Inventory Map M14

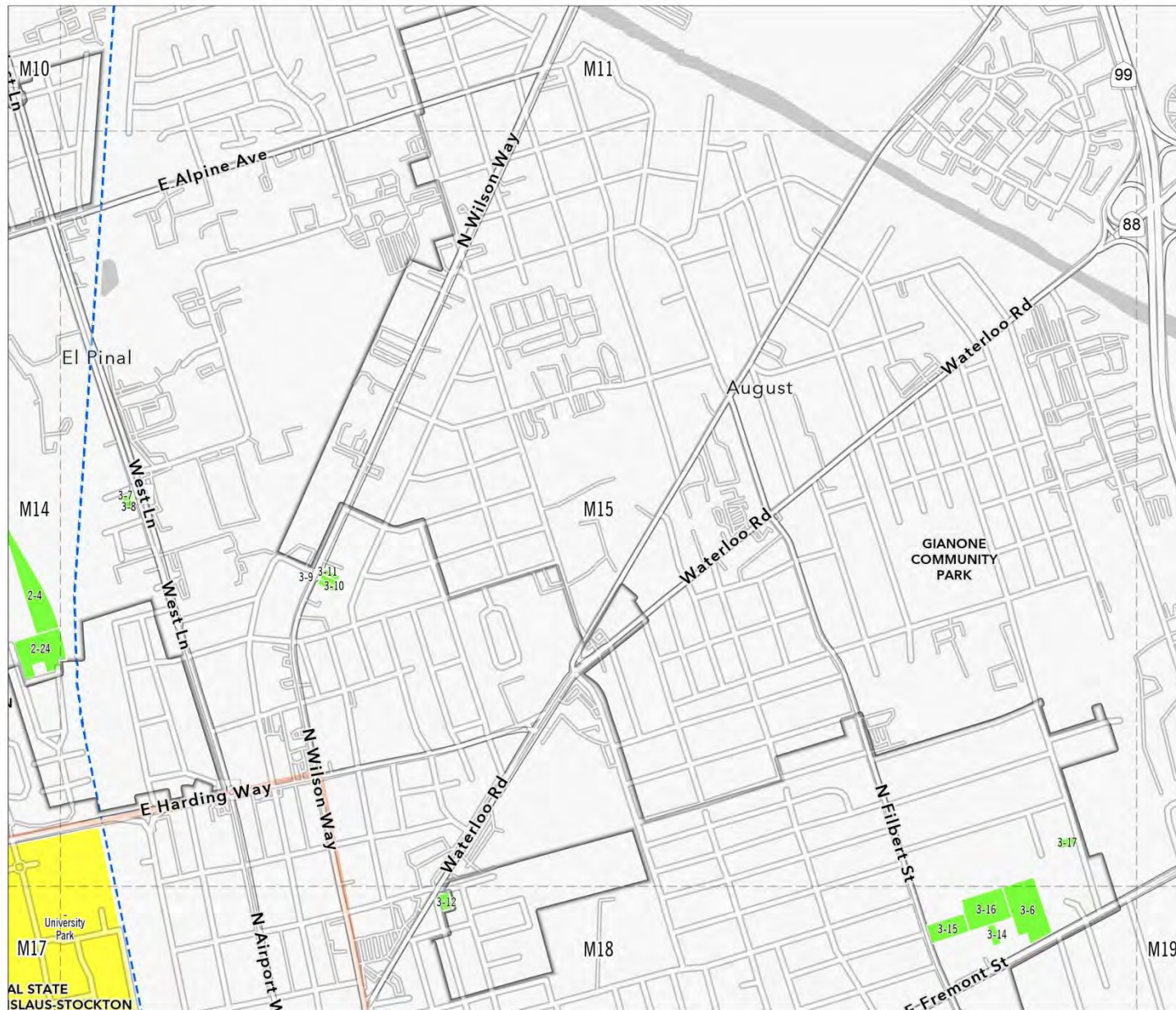


- Stockton City Limits
- Stockton Neighborhoods
- Greater Downtown
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

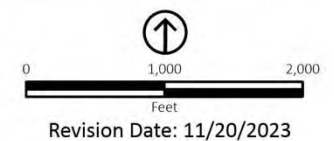
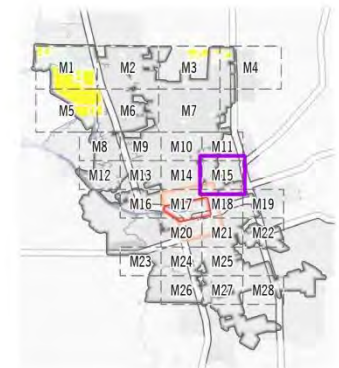


Sites Inventory Map M15



- Stockton City Limits
- Stockton Neighborhoods
- Greater Downtown
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

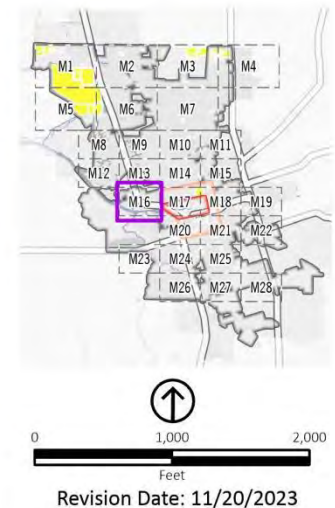


Sites Inventory Map M16

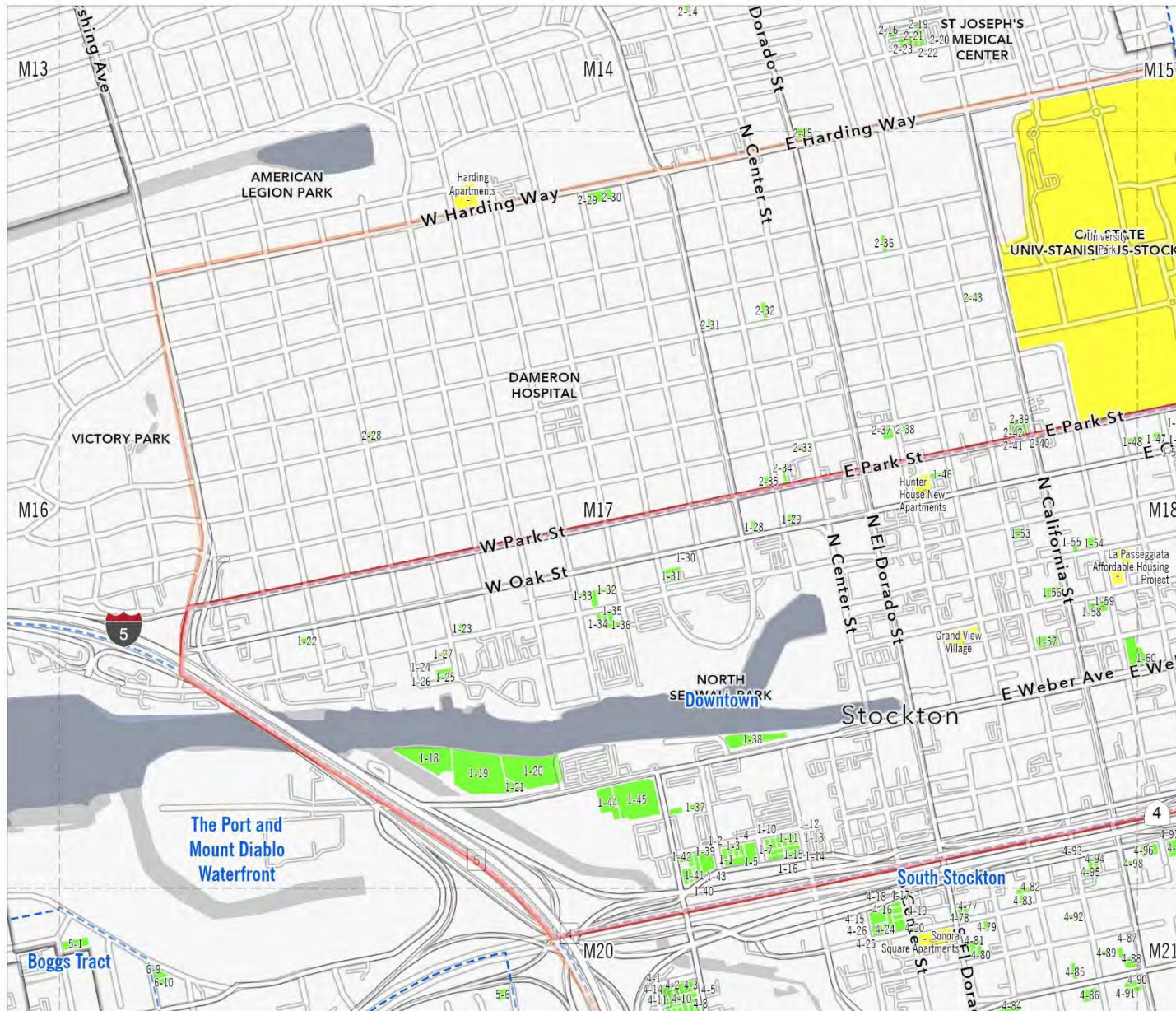


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thornton Road	16

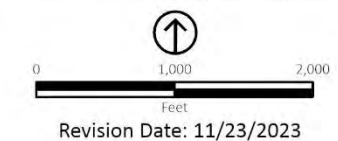
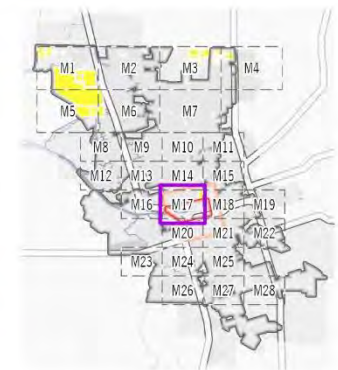


Sites Inventory Map M17



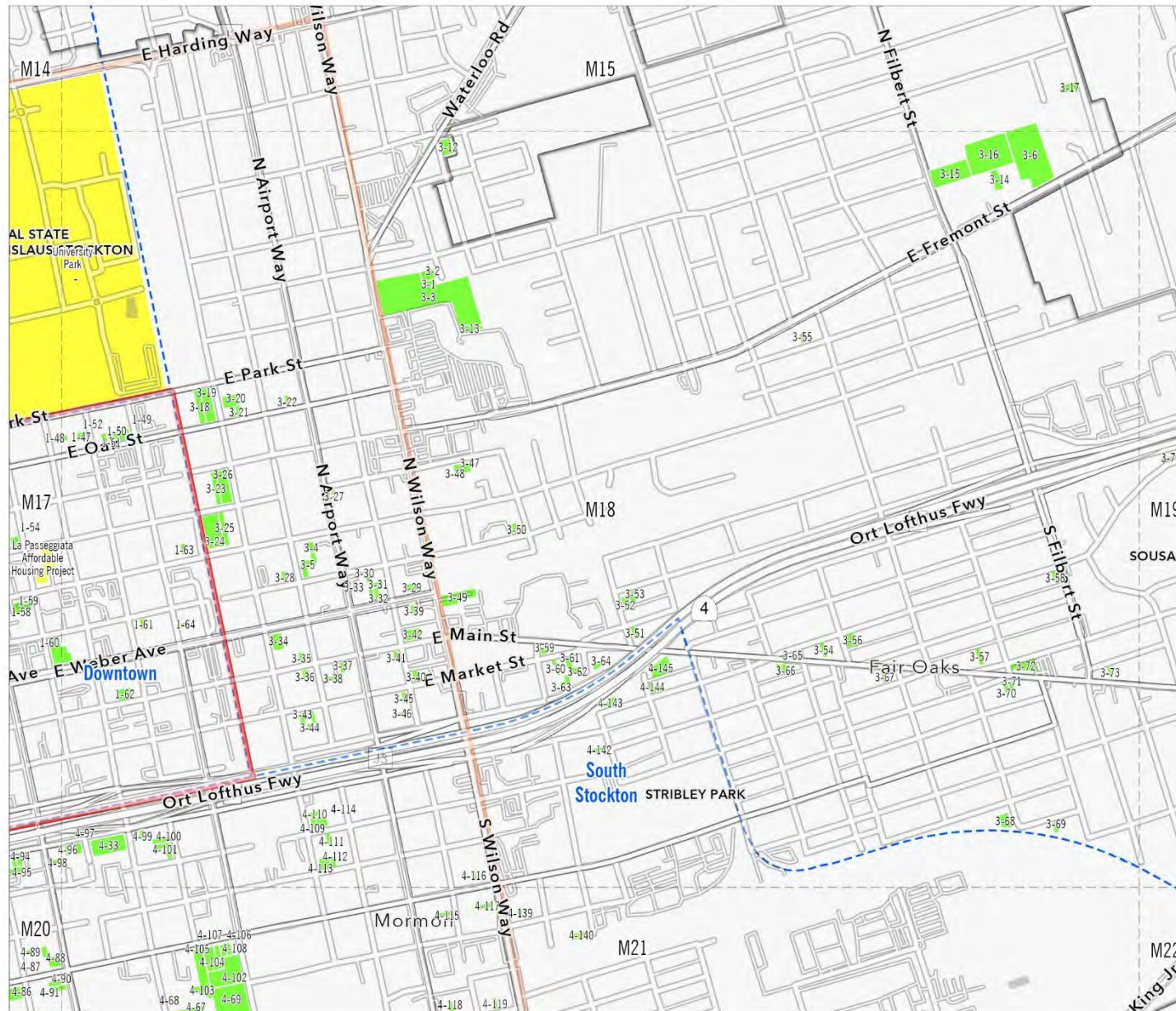
- Stockton City Limits
- Stockton Neighborhoods
- Downtown Core
- Greater Downtown
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



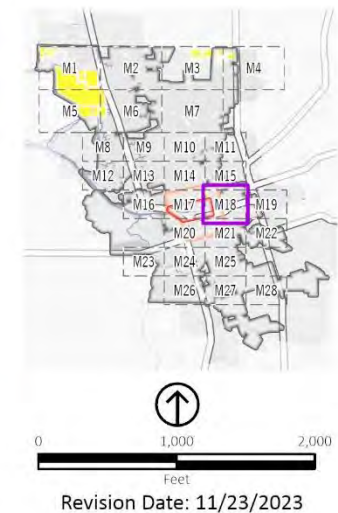
No units are counted towards the RHNA on sites 3-1 through 3-3, 4-1 through 4-14 and 4-27 through 4-30

Sites Inventory Map M18



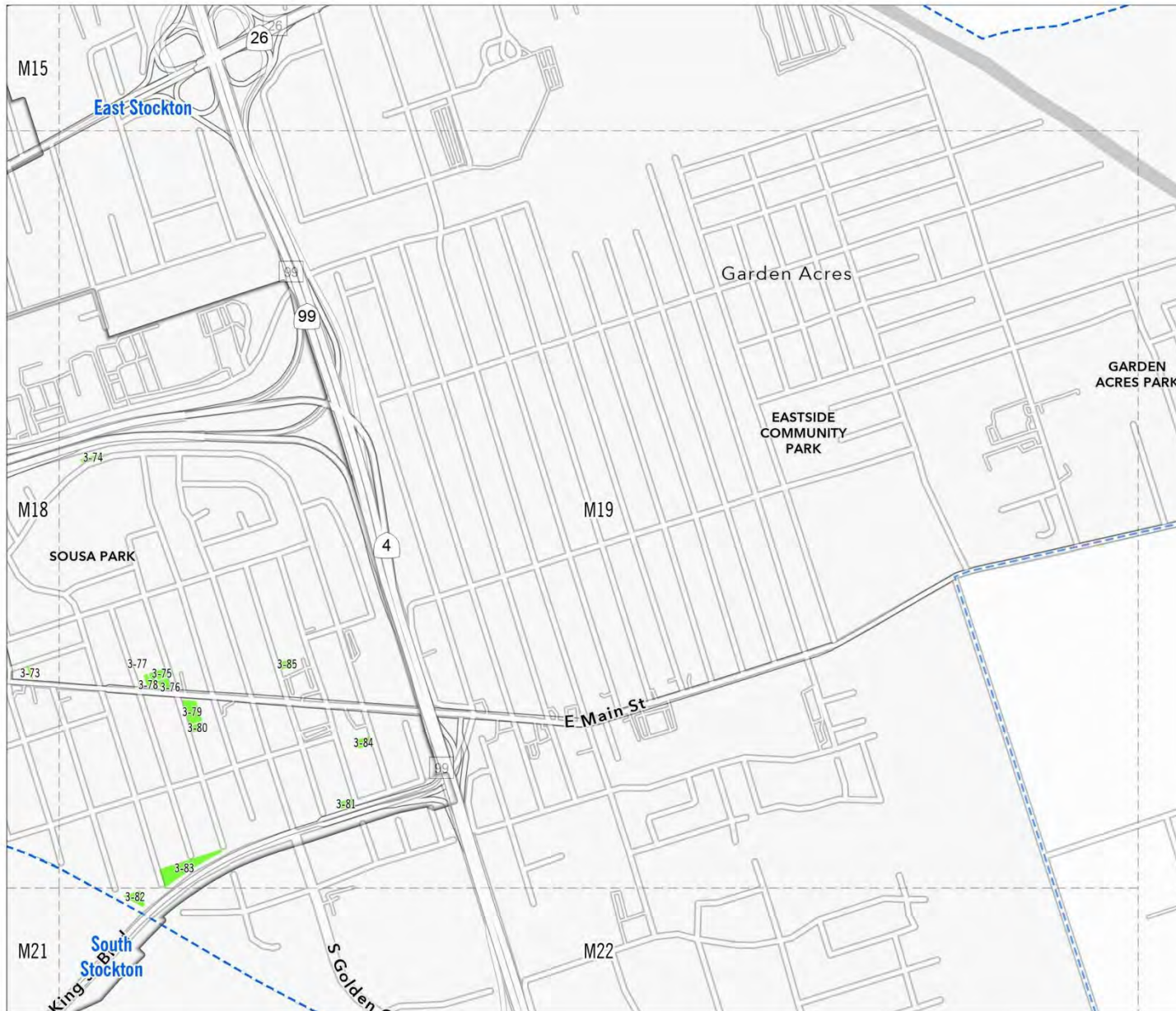
- Stockton City Limits
- Stockton Neighborhoods
- Downtown Core
- Greater Downtown
- Housing Site**
- Pipeline Project
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



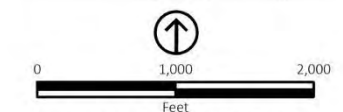
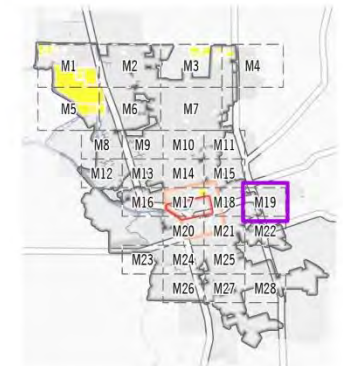
No units are counted towards the RHNA on sites 3-1 through 3-3, 4-1 through 4-14 and 4-27 through 4-30

Sites Inventory Map M19



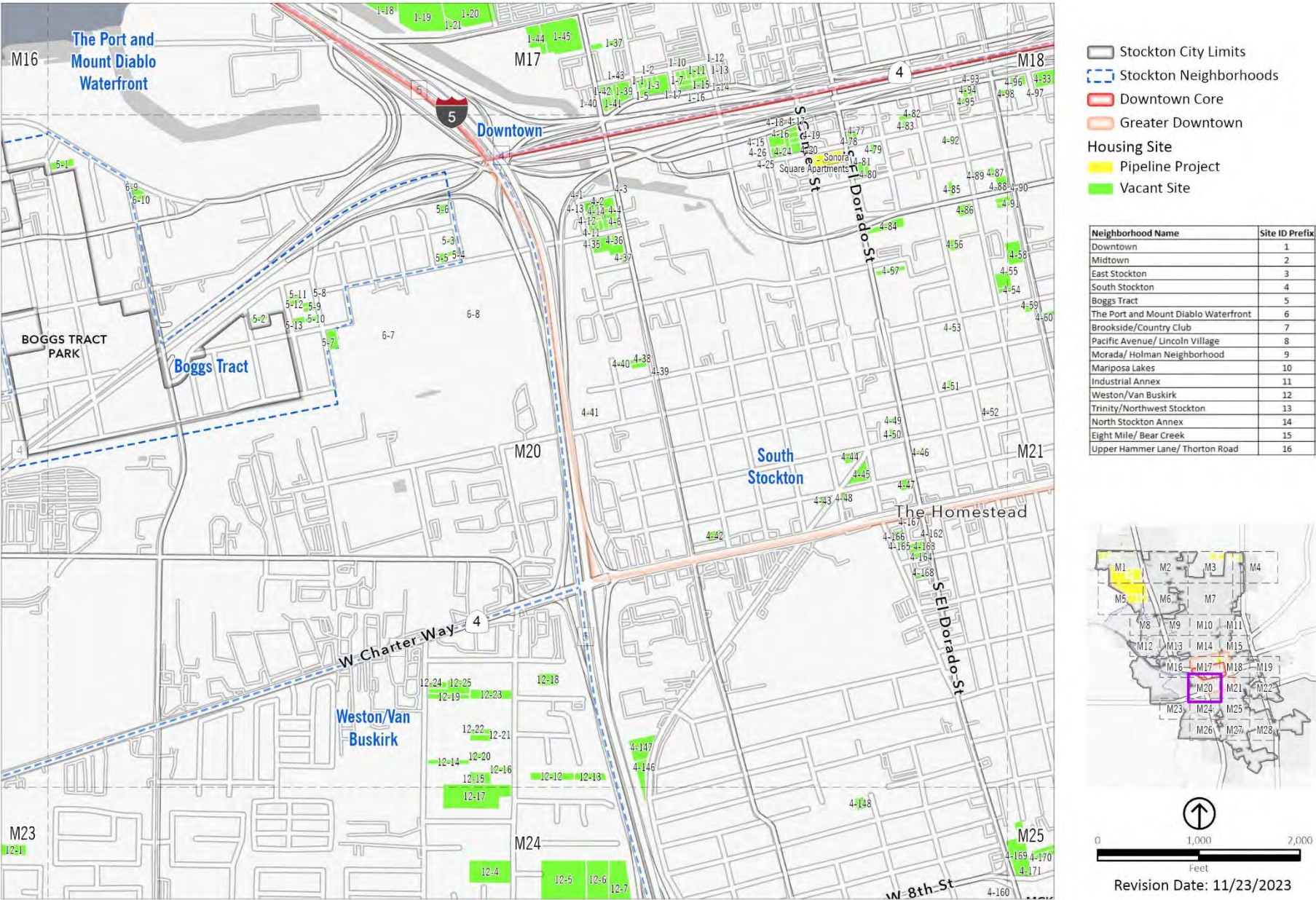
- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

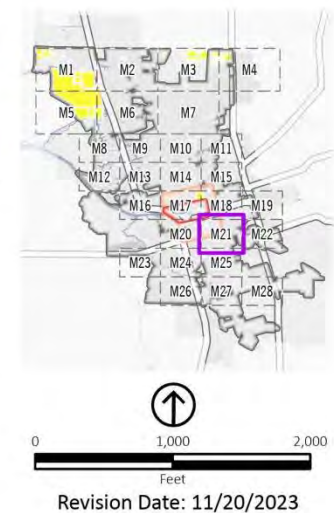


Revision Date: 11/20/2023

Sites Inventory Map M20



No units are counted towards the RHNA on sites 3-1 through 3-3, 4-1 through 4-14 and 4-27 through 4-30



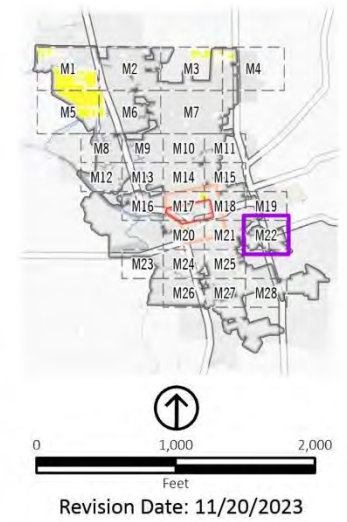
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Sites Inventory Map M22

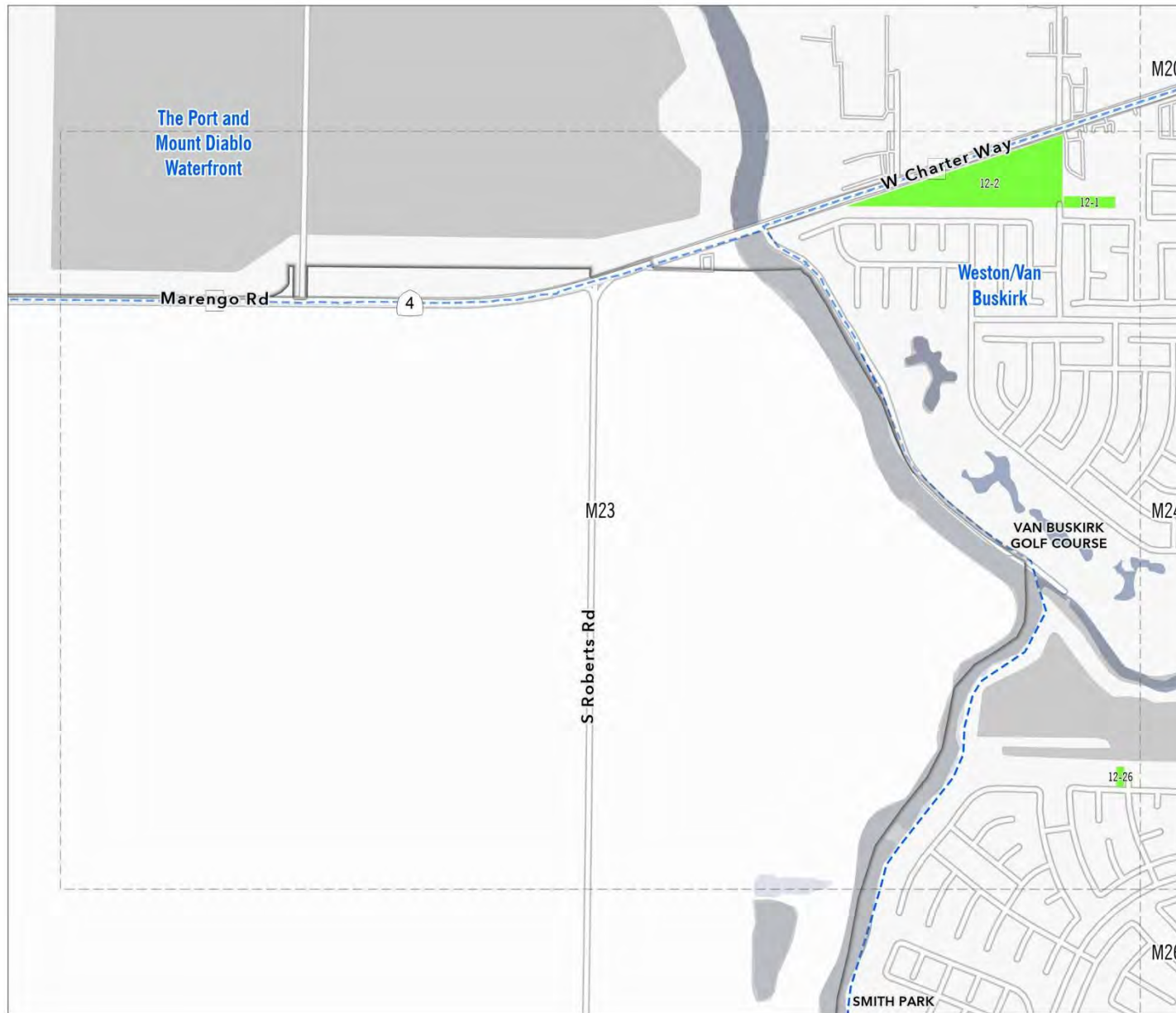


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

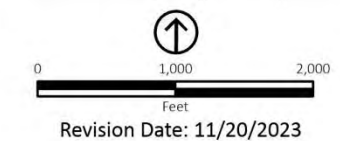
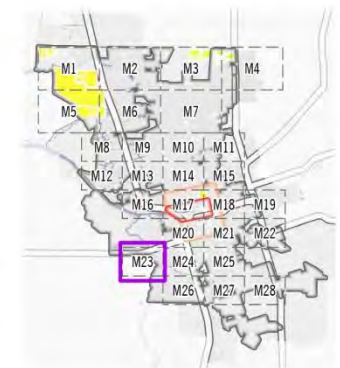


Sites Inventory Map M23

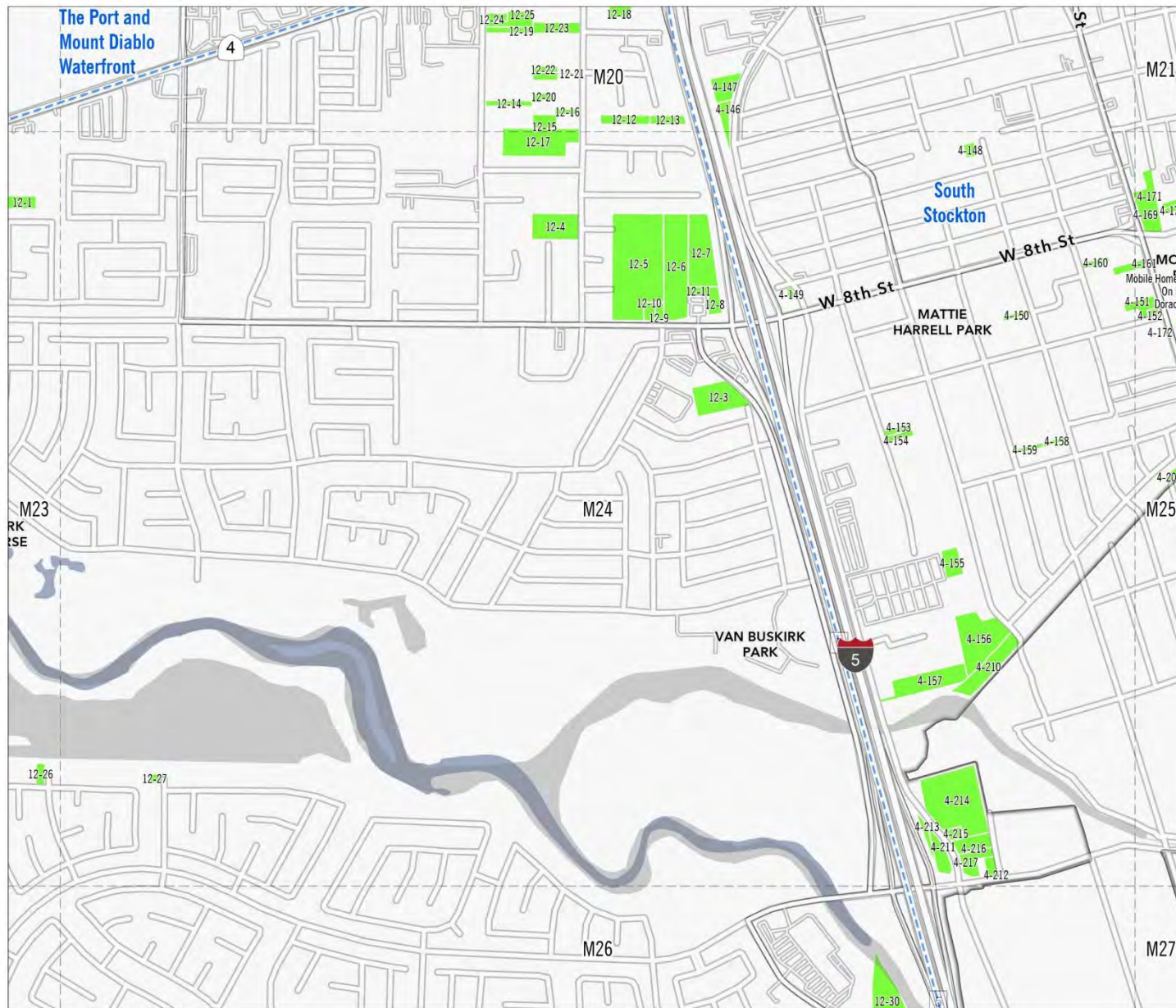


- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



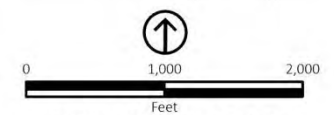
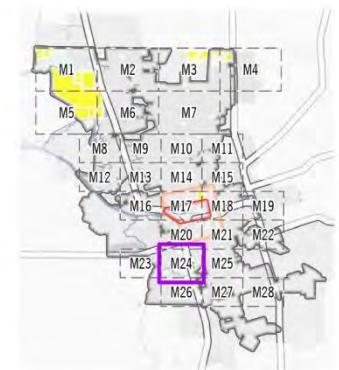
Sites Inventory Map M24



- Stockton City Limits
- Stockton Neighborhoods

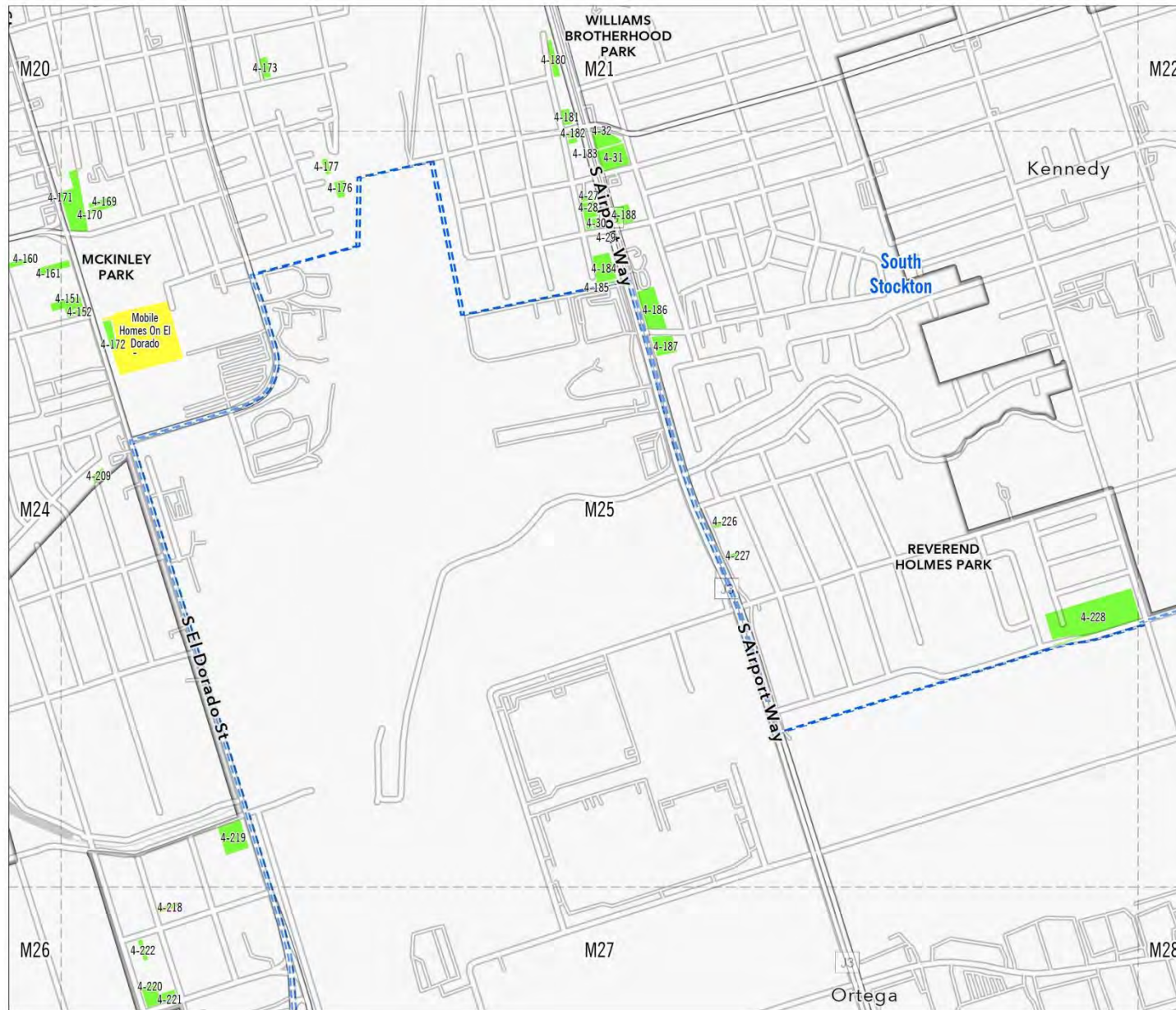
- Housing Site**
- Pipeline Project
 - Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



Revision Date: 11/20/2023

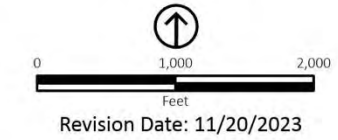
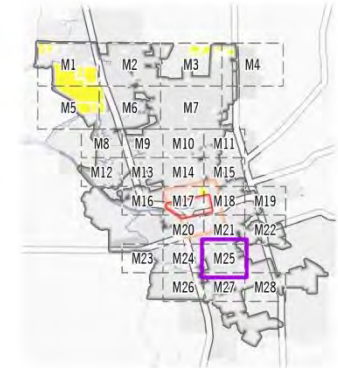
Sites Inventory Map M25



Stockton City Limits
Stockton Neighborhoods

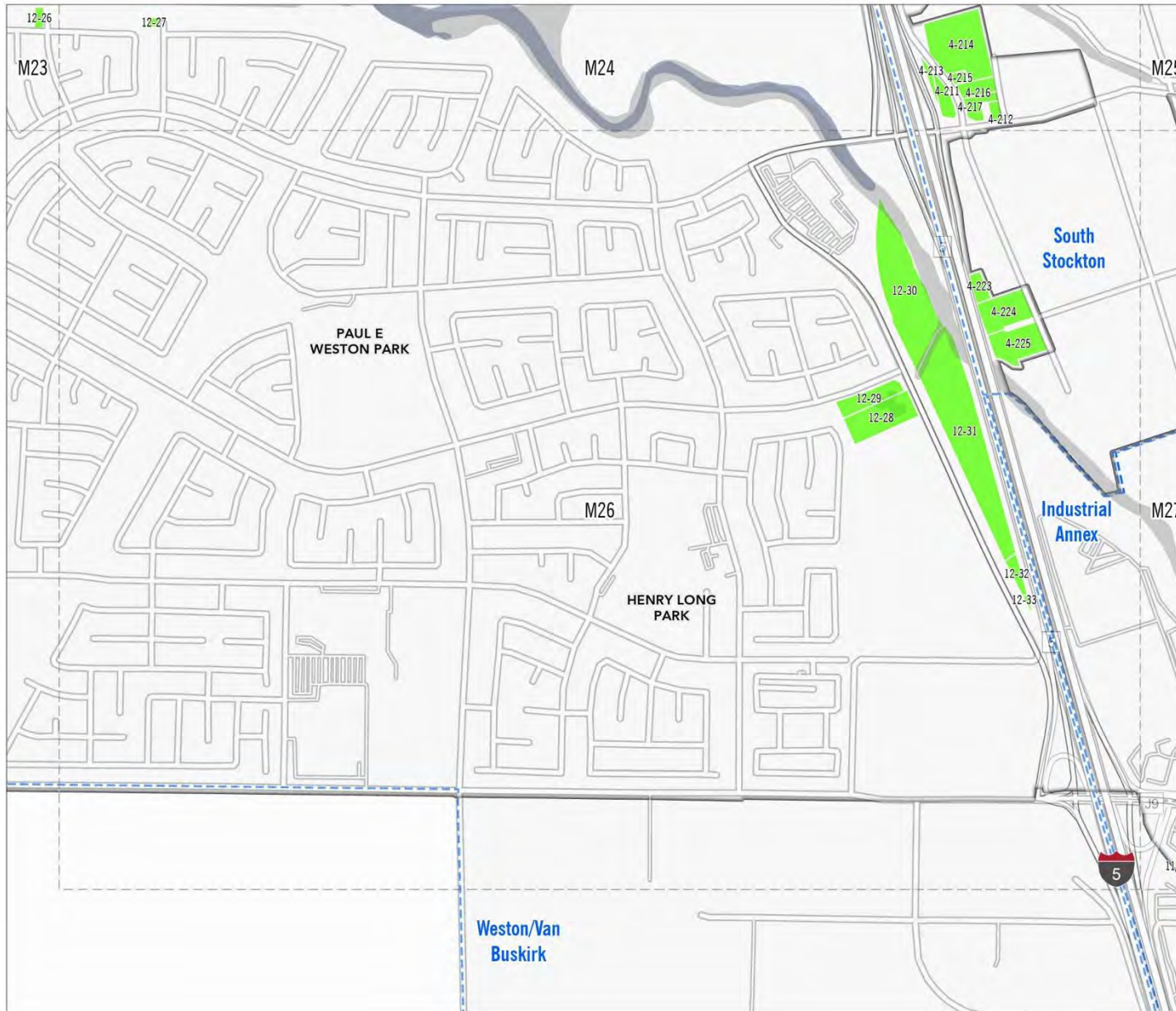
Housing Site
Pipeline Project
Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



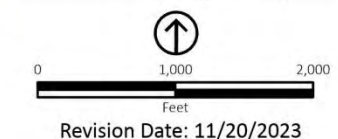
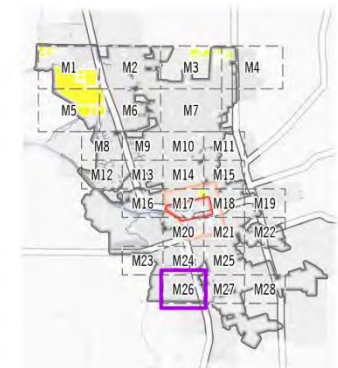
No units are counted towards the RHNA on sites 3-1 through 3-3, 4-1 through 4-14 and 4-27 through 4-30

Sites Inventory Map M26



- Stockton City Limits
- Stockton Neighborhoods
- Housing Site
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

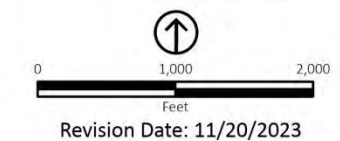
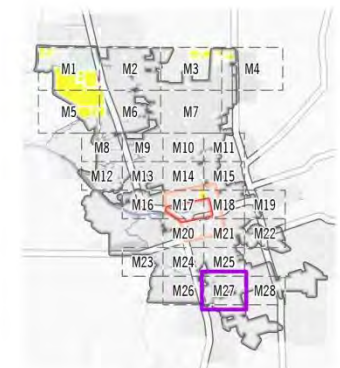


Sites Inventory Map M27



- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16

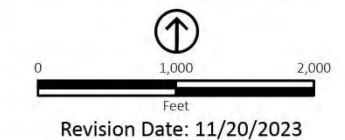
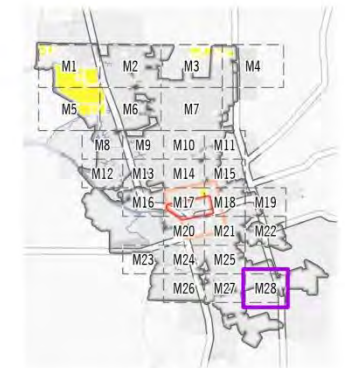


Sites Inventory Map M28



- Stockton City Limits
- Stockton Neighborhoods
- Housing Site**
- Vacant Site

Neighborhood Name	Site ID Prefix
Downtown	1
Midtown	2
East Stockton	3
South Stockton	4
Boggs Tract	5
The Port and Mount Diablo Waterfront	6
Brookside/Country Club	7
Pacific Avenue/ Lincoln Village	8
Morada/ Holman Neighborhood	9
Mariposa Lakes	10
Industrial Annex	11
Weston/Van Buskirk	12
Trinity/Northwest Stockton	13
North Stockton Annex	14
Eight Mile/ Bear Creek	15
Upper Hammer Lane/ Thorton Road	16



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APPENDIX B: PUBLIC PARTICIPATION SUMMARY

B

RELEASE OF PUBLIC REVIEW DRAFT HOUSING ELEMENT

The Public Review Draft Housing Element was released for a 30-day public review of April 12, 2023. The City notified the public through an eblast and posted the draft on the City website.

Table B-1. Summary of Public Outreach

Outreach Event	Type
Housing Action Plan/Displacement Study Stakeholder Consultations (Spring to Summer 2022)	Consultation interviews
Sites Workshop (September 14, 2022)	Workshop
Housing Element/Housing Action Plan Workshop (October 19, 2022)	Workshop
Housing Element Service Provider Consultations (November 2022)	Consultation interviews
Housing Sites Workshop (February 28, 2023)	Workshop

HOUSING ELEMENT SERVICE PROVIDER CONSULTATIONS

In November 2022, seven consultations were conducted with Stockton stakeholders to offer opportunities for each of them to provide one-on-one input. Representatives from the following organizations were interviewed:

- The Housing Authority of San Joaquin County
- San Joaquin Fair Housing
- Valley Mountain Regional Center, San Joaquin County (Main Office)
- Disability Rights California
- Faith in the Valley
- Community Partnership for Families/The Community Foundation of San Joaquin

In each of the consultations, the stakeholders were asked some or all of the following questions, depending on the type of organization interviewed:

1. Opportunities and concerns: What are the three top opportunities you see for the future of housing in this jurisdiction? What are your three top concerns for the future of housing in this jurisdiction?
2. Housing Preferences: What housing types do your clients prefer? Is there adequate rental housing in the community? Are there opportunities for home ownership? Are there accessible rental units for seniors and persons with disabilities?
3. Housing barriers/needs: What are the biggest barriers to finding affordable, decent housing? What are the unmet housing needs in this jurisdiction?
4. Housing Conditions: How would you characterize the physical condition of housing in this jurisdiction? What opportunities do you see to improve housing in the future?
5. How has COVID affected the housing situation?

Stakeholders discussed opportunities and concerns for the future of housing in the city. Stakeholders described in detail seeing opportunity in increasing the variety of future developments, including mixed-use, infill development, accessory dwelling units, etc.; spreading out affordable housing rather than concentrating it; improving local housing data; expanding housing services and resources; updating the zoning code to be more inclusive and accessible; and continuous compliance with State law. At the same time, participating stakeholders shared similar concerns, including about the lack of existing affordable housing, homelessness, limited housing for formerly incarcerated individuals, and the amount of time it takes for developments to be processed and built. Throughout these consultations, stakeholders provided their perspectives on the housing preferences of Stockton residents. Most, if not all, described their clientele preferring, at the bare minimum, safe, habitable, accessible, stable, and affordable housing. Many stakeholders described the issue of the majority of Stockton renters being cost-burdened, meaning they spend more than 30 percent of their income on housing costs. Some stakeholders described the effect of many people in Stockton resorting to uninhabitable housing due to not being able to afford anything better. They shared that landlords do not feel the pressure to fix units knowing that their tenants are desperate for housing as housing costs continue to increase while housing supply

is very limited. In addition, stakeholders reported that due to migrations from the Bay Area, landlords have evicted long-time tenants to make the unit available at higher, unreachable rental prices.

Throughout these consultations, stakeholders identified barriers to housing in Stockton, including limited housing supply, affordability, renter application requirements, fees and deposits, housing costs, the court system, historic racism and segregation, the criminalization of the unhoused population, and lack of political will from elected officials. The unmet housing needs in Stockton, according to these stakeholders, are that there isn't enough habitable and affordable housing in the city, especially for populations on a fixed income. Stakeholders specified that housing conditions varied depending on what part of the city you were in. It was shared that the southside faces more dilapidation issues, and the conditions are believed to be worse compared to the rest of the state. Many residents take what they can afford, and it has been reported that includes housing that is uninhabitable.

Stakeholders shared that the factors that limit equity and fair housing are rooted in systemic racism, capitalism, sexism, and ableism. To begin to address these equity and fair housing concerns, stakeholders believe that the City needs to incorporate programs that reflect the needs of those most vulnerable in the Stockton community. This can include programs that support affordable housing developments, an eviction protection and right to counsel program, developing a dedicated housing trust fund for affordable housing, landlord educational tools and resources, genuine advocacy for the homeless, a universal income program, a reasonable accommodation process, and social housing opportunities for people to co-own areas/property. They share that when placing new affordable housing developments, they should avoid being concentrated in a single area, and should be spread out equitably throughout the city. They also shared that the City should ensure all new developments have an inclusionary housing component, which can be done by adopting inclusionary housing policies and programs.

HOUSING ACTION PLAN/DISPLACEMENT STUDY STAKEHOLDER CONSULTATIONS

In support of efforts to prepare a Housing Action Plan for the City of Stockton, consultant team member BAE Urban Economics participated in a total of ten interviews with area stakeholders in the Spring and Summer of 2022 regarding issues and opportunities for the production and preservation of housing. Additional interviews will be conducted in the spring of 2023 with market rate developers to inform preparation of pro forma financial models for target housing types in Stockton. Due to significant overlap in the subject matter targeted for this initial round of interviews, and the list of stakeholders to be interviewed, BAE partnered with Enterprise Community Partners which was similarly engaged in preparation of an anti-displacement strategy for the City of Stockton. Participants in the first round of interviews included representatives from the following:

- Stocktonians Taking Action to Neutralize Drugs (STAND)
- Visionary Home Builders
- The Housing Authority of San Joaquin County
- Central Valley Low Income Housing (CVLIHC)
- Reinvent South Stockton Coalition (RSSC)
- Housing Justice Coalition (Part of the RSSC)
- National Association for the Advancement of Colored People (NAACP)
- Enterprise Community Partners
- Grupe Huber Company
- Little Manila Rising

While the topics covered during each interview varied slightly based on the expertise and affiliation of the interview participant, all of the interviews covered the following topic areas:

- Housing Needs and Preferences – What types of housing are your clients or constituents looking for? What types of housing are they most struggling to locate and secure? What are the barriers they are facing? Where do they typically end up?
- Housing Instability and Insecurity – What types of housing insecurity are being observed? What

trends, factors, or characteristics are contributing to housing insecurity among your clients or in your community? What solutions are being used?

- Gaps in Housing Availability – What types of housing are being undersupplied in the Stockton Market? What types are being over supplied? Why?
- Barriers to Housing Production – What are the main barriers to housing production in Stockton? How does this vary by housing type (e.g., single-family homes, missing middle housing, multifamily apartments, tiny homes, etc.)? Do the barriers to housing production vary in different parts of the community?
- Barriers to Housing Preservation – What are the main barriers to the preservation of existing housing? What should the City be doing to facilitate housing preservation?
- Causes of Residential Displacement – What are the main observed drivers of residential displacement? How are your clients or constituents being impacted? How are different groups or populations impacted? How are different parts of the city being impacted and why?

Interview participants expressed a range of perspectives and experiences, but generally agreed on the underlying economic factors contributing to a lack of desired housing production in Stockton. All interview participants acknowledged an overabundance of detached single family housing in Stockton, which represents a majority of the newly built housing inventory. Interview participants acknowledged an under production, and lack of general availability, of higher density multifamily rental and missing middle housing, both rental and for-sale, that would meet the needs of their clients. Participants indicated that new construction is generally concentrated in the more affluent neighborhoods in north Stockton, and that there are large areas that are going unserved by new market-rate development, but which feature populations that would benefit from an expansion of the housing inventory, such as in south Stockton and the downtown area. These areas tend to be lower-income and residents often have less mobility, but which still offer robust neighborhood networks and cultural affiliations. The reasons cited for the lack of development in these areas include the high cost of construction and the

relatively limited purchasing power of lower-income households in these areas.

Interviews indicated that a lack of newly constructed housing is putting tenants under pressure to accept housing that is, at least in some cases, in substandard condition and often more expensive than is typically considered appropriate. Participants indicated a relatively high prevalence of multiple households banding together to afford housing, resulting in overcrowded conditions, as well as households paying well over the accepted 30 percent of their income towards housing. Due to a lack of alternative housing options, households are often reluctant to submit complaints about substandard conditions and are unable to secure housing at more affordable rates. This is particularly prevalent among renter households, though interview participants also noted problems among lower-income owner households who are having trouble maintaining their homes. This sometimes results in foreclosure or condemnation, but more often in the household selling the property, often at a suppressed value due to the condition of the property. Multiple interview participants noted that many of these houses are then being purchased by higher-income households. The impression is that they are coming from outside the area, and that they subsequently rehabilitate the property and benefit from immediate equity appreciation. Interview participants voiced concerns that this dynamic prevents lower-income homeowners from fully benefiting from potential equity appreciation. Participants recommended increased funding for code enforcement and an enhanced multifamily rental inspection program to identify habitability issues. Participants also recommended increasing funding for home rehabilitation assistance to help keep lower-income homeowners in their homes and to discourage displacement and gentrification.

Interviewees noted that housing instability and displacement in Stockton is really a function of high and increasing housing costs, both for new construction and existing units, and stagnation among local workforce wages and associated household incomes. The pandemic exacerbated these trends with many lower-wage and service sector workers either losing their jobs or taking significant unpaid leaves of absence due to business closures and work-from-home policies. Interview participants experienced a significant increase

in the need for homelessness prevention and rapid rehousing services during the first two years of the pandemic, which is now beginning to abate with the revocation of pandemic-era restrictions. Interviewees commented that the City needs to pursue an aggressive expansion of the housing stock (something other than detached single-family homes) to address the lack of inventory, as well as strong economic development programs that can improve the earning potential of existing Stockton residents. Without both an increase in housing availability and the ability of households to pay for housing, the issue will continue to get worse and the number of households facing housing instability will grow.

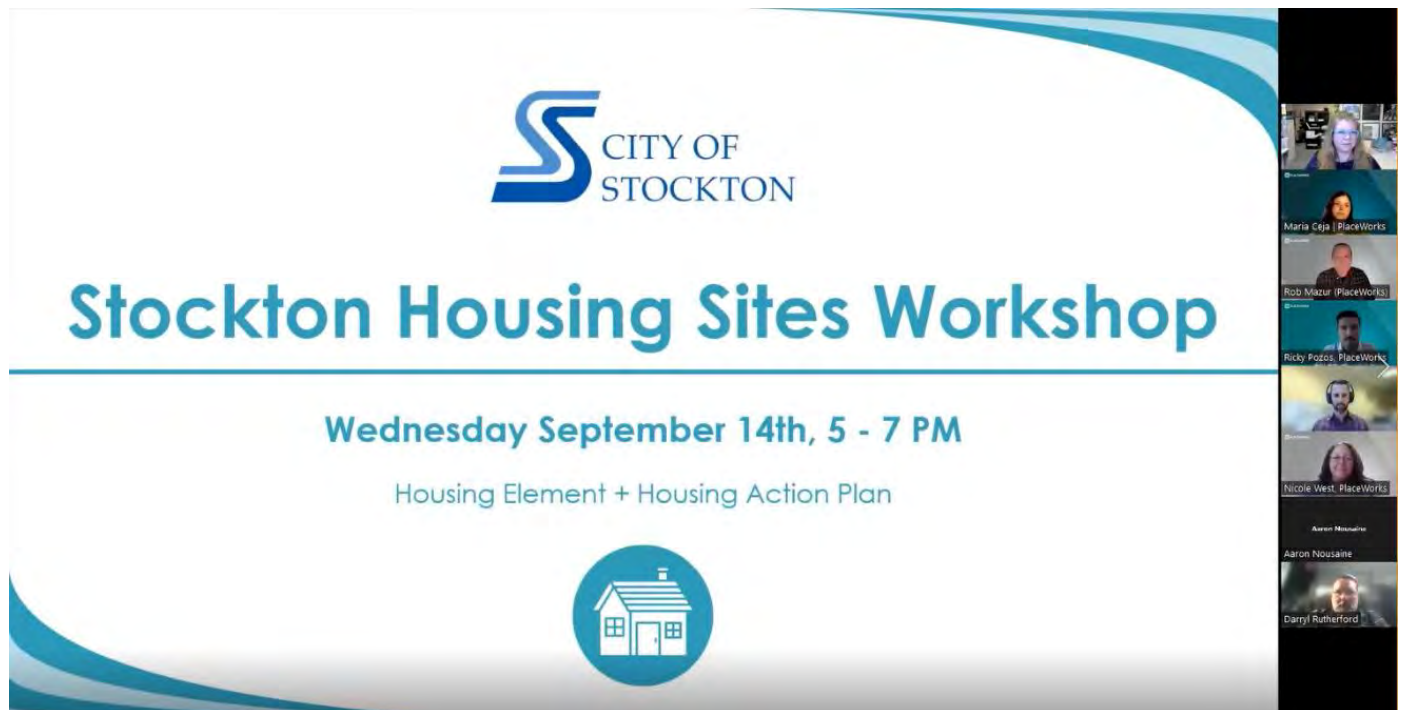
To facilitate the production of low-income housing, as well as transitional and permanent supportive housing, interview participants indicate that the City needs to adjust expectations regarding funding recapture, allowing more grants and forgivable loans. Interviewees also suggested the City needs to increase its willingness to allow funding to go towards supportive services and that the City needs to consider programs to reopen existing single room occupancy (SRO) properties and/or facilitate development of new SRO properties in appropriate locations. They suggested the City also needs strong policies and programs to preserve naturally occurring affordable housing, where possible. Examples of these policies and programs may include, but should not be limited to, rehabilitation funding for both rental and ownership properties, possibly coupled with workforce housing deed restrictions (i.e., limited to occupancy by households with at least one person employed within the community), rental assistance and grants for back rent, cash incentives to property owners willing to accept tenants using public assistance, etc.

Interview participants generally supported efforts to expand the housing stock with a preference for the addition of both market rate and below-market rate rental housing. There is a desire to see such development both in higher income areas that can provide better access to opportunity for lower-income households, but also within lower opportunity areas where households are experiencing the greatest need. All interview participants also acknowledged that the City's aim should be to avoid adding additional low-income housing inventory in the downtown, as the city

Exhibit 1- 2023-2031 Housing Element

is already at risk of creating conditions associated with concentrated poverty, which run counter to the long-term objectives of the community towards creating a commercially and culturally vibrant downtown environment for all Stockton residents. The challenge seems to be that that is where the infrastructure capacity is concentrated and where it may be possible to secure land zoned for high density housing at a relatively low

cost (i.e. City owned). Also, the area is unlikely to experience market rate housing development in the near future, so it can often be attractive to try to leverage low-income housing to try and spur investment.



Residents participated in the workshop by Zoom.

Many stakeholders believe that the COVID-19 pandemic has unveiled serious housing issues, as well as simultaneously making them worse. Due to the pandemic, there were economic shutdowns and job losses that put many people at risk of homelessness or became homeless, increasing the homeless population. The pandemic increased the number of households needing resources and services; however, the distribution of these resources are not equitable. Stakeholders shared that during the pandemic, prisons released large amounts of formerly incarcerated individuals who needed housing and were at risk or became homeless. They saw a rise in domestic violence cases, and due to Project HomeKey, all hotels in the surrounding area were booked, leaving agencies unable to place domestic violence survivors in a safe space. During COVID, the pressures of Bay Area migration to Stockton were exacerbated, including rising rents due to limited supply. The eviction moratorium

provided safety for economically impacted renters but impacted landlords through a lack of resources. Overall, COVID has negatively impacted housing in Stockton.

PUBLIC WORKSHOPS

Throughout the Housing Element process, the City Staff has conducted workshops to guide its development.

SITES WORKSHOP, SEPTEMBER 14, 2022

The first community workshop for Stockton residents as part of the Housing Element update took place via Zoom on Wednesday, September 14, 2022, from 5:00 pm to 7:00 pm. The purpose of this workshop was to educate residents about the update process, solicit input on potential housing sites to be included in the draft

Housing Element and priority sites to include in the Housing Action Plan, and hear resident insights and ideas on how the City can improve housing opportunities in the future. Spanish translation was available during the workshop.

City staff and consultants facilitated the workshop and 20 residents and interested persons attended and participated. Throughout the presentation about the Housing Element update process and the selection criteria for potential housing sites, community members were asked to provide feedback through interactive polling and invited to ask questions or provide comments in the chat. All questions and comments were read aloud, and either City staff or the consultants answered the question or documented receipt of the comment. The following are top questions and comments that were fielded by staff during the meeting.

- Participants asked about and requested ADU resources, such as grants and preapproved ADU plans.
- Participant asked about Public-private collaboration with nonprofit for affordable housing development
- Participant asked about Affirmatively Furthering Fair Housing (AFFH) implementation
- Participant asked if the City evaluates Missed Housing Development Opportunities
- Participant commented that housing should not be placed in areas with existing issues in areas where sites are located, such as food deserts and being environmental justice issues

During this workshop, attendees were asked to participate in a series of polls and select their preferred responses. The following poll questions were asked:

1. Which housing groups do you think Stockton needs to focus on and provide housing for? (Select up to three)
2. What type of housing is needed in Stockton?
3. To decide which sites are priorities for housing development, what criteria is most important to you?

The first poll question's results reflect the respondents' selection of who they believe the City needs to provide housing for. The top three populations are homeless or recent homeless individuals, low-income households,

and persons with disabilities. For the second polling question, the majority of respondents believe that the type of housing Stockton needs is mixed-use and rental apartments. For the final polling question, respondents believed that access to grocery stores, restaurants, and shopping, as well as including affordable housing are the most important criteria.

There were a set of discussion questions presented to residents during this virtual meeting. The following questions were asked of attendees:

1. What neighborhoods or street corridors in Stockton should be developed with new housing?
2. Why isn't housing being built in Stockton?
3. What's preventing the types of housing you'd like to see from being built?

These comments have been considered and incorporated into the Housing Element, as applicable. The community workshop was recorded and posted on the City's Housing Element webpage.

HOUSING ELEMENT/HOUSING ACTION PLAN WORKSHOP, OCTOBER 19, 2022

The second community workshop, as part of the Housing Element update and Housing Action Plan preparation process, took place in person at the Buskirk Community Center on Wednesday, October 29, 2022, from 5:00 pm to 7:00 pm. The purpose of this workshop was to educate residents about the Housing Element update and Housing Action Plan processes and an opportunity for attendees to share their ideas and ask related questions. Spanish translation was available during the workshop, and translation for additional languages was available upon request.

City staff and consultants facilitated the workshop and 20 residents and interested persons attended and participated. Throughout the presentation about the Housing Element update and Housing Action Plan process and the selection criteria for potential housing sites, community members were asked to provide feedback through interactive polling and invited to ask questions or provide comments in the chat. All questions and comments were read aloud, and either City staff or the consultants answered the question or documented receipt of the comment. The following is a paraphrased

Exhibit 1- 2023-2031 Housing Element

list of the top questions and comments that were fielded by staff during the meeting.

- Participant requested Migration data of people moving to Stockton from the Bay Area.
- Participant asked more information about New state housing laws, including laws that allow housing in commercial zones.
- Participant asked for further explanation about information about evictions.
- Participant emphasized the importance to evaluate fair housing issues before deciding where new housing should go/where to build.
- Participant asked about the type of input the City wanted at this workshop. They wanted to know the distinction between wanting to know about housing types and what amenities should be included.
- Participant asked if there is data in the plan about how much of the housing stock is renter or owner-occupied. They also asked about how many residential units in the city are owned by non-resident property owners/investors?
- Participant stated that the draft RHNA sites on the online web map have many lower income sites in the downtown and shared their concerns because it is a polluted area that has very high CalEnviroScreen scores.
- Participants shared homelessness concerns, including local groups reporting 5,000 homeless persons, HCD considering homeless sweeps as a fair housing issue, and stopping the implementation of the no camping ordinance that would go into effect October 2022.
- Participant stated 80 percent of Stockton residents are cost burdened.
- A Disability Rights CA representative offered a fair housing training to the City (for decision makers or staff). Another person noted that the Planning Commission and City Council need to be educated on AFFH.
- Participant requested updating the presentation and housing tools board to make more sense to the lay person.
- Participant asked about the City webpage where they cover what the Community Development Department doesn't do.
- Staff noted that the City allows up to four units by right (already in zoning, not just since Senate Bill 9 went into effect) in all residential zones.

This means density can increase in most areas of the city, not just downtown.

There were a set of discussion questions presented to residents during this virtual meeting. The following questions were asked of attendees:

1. What do you think are the most critical housing issues in your community?
2. What do you think are the housing types most needed in the community?
3. When assessing new housing development that might be built in the next 8 to 10 years, what should be the community's most important consideration?
4. Is there anything else that you can share regarding additional housing opportunities in the community?
5. Any suggestions for soliciting additional Housing Element feedback?

These comments have been considered and incorporated into the Housing Element, as applicable.

HOUSING SITES WORKSHOP, FEBRUARY 28, 2023

The third community workshop occurred on February 28, 2023, at the Cesar Chavez Central Library, from 5:00 pm to 7:00 pm. The purpose of this workshop was to engage the community and share information about the draft Housing Element and Housing Action Plan sites. The purpose was also to receive the community's input regarding the prospective sites and share their insights on the best sites to catalyze housing development.

City Staff and consultants facilitated the meeting with 16 residents and interested persons, as well as one council member who attended and participated. The presentation focused on the Housing Element update's sites inventory and the Housing Action Plan's priority sites. After the presentation, a questions and answers session invited attendees to ask questions and provide their input. The following is a paraphrased list of top questions and comments that were fielded by staff during the meeting.

- Participant asked what a pipeline project is?
- Participant asked what happens if the City does not meet its RHNA requirements?

- Participant asked why specific letters were only sent to owners and did not consider renters?
- Participant asked for an explanation about the methodology utilized to categorize units per income level?
- Participant commented that the Master planned communities need more amenities other than roadways.
- Participants asked about developer and development related issues, such as why it can take a long time to complete, city and developer communication, and developer stagnancy.
- Participant asked if there are Housing Element programs that address issues for vulnerable populations, such as homelessness and tenant protection programs?
- Participant asked about the relationship between the different City efforts (the Housing Element Update, Housing Action Plan, and Zoning Consistency project).
- Participant commented that there are multiple lower income sites concentrated in R/ECAP areas and areas with high CalEnviroScreen scores.
- Participant asked if these sites are shovel ready and/or SB-9 approved?
- Participant asked if the Housing Action Plan will address the affordability gap in pipeline projects?
- Participant asked how breakdown of sites to meet the RHNA will be determined?
- Participant asked if the City gives bonds to help construction costs?
- Participant asked how the Housing Action Plan useful if it is not legally binding?
- Participant asked if the priority sites are all of the RHNA sites?
- Participant asked if the City is going to make CEQA streamlining recommendations to the State?
- Participant commented that the City does not do anything to help low-income communities on the outskirts of its jurisdiction.

HOUSING ELEMENT WORKSHOP, APRIL 10, 2023

A community workshop occurred on April 10, 2023, at the Cesar Chavez Central Library, from 5:00 pm to 7:00 pm. The purpose of this workshop was to engage the community and share information about the public draft Housing Element. The purpose was also to receive the community's input regarding the draft of the Housing element including the fair housing findings, sites inventory, and drafted programs.

City Staff and consultants facilitated the meeting with 11 residents and interested persons. Spanish interpreters were present at the meeting. The presentation focused on the Housing Element update's drafted sites inventory and programs. After the presentation, a questions and answers session invited attendees to ask questions and provide their input. The following is a paraphrased list of top questions and comments that were fielded by staff during the meeting.

- Participant asked if there are sub-categories within lower income RHNA?
- Participant asked when next meeting on the Housing Action Plan is and if there will be a draft available?
- Participant asked if there are penalties for noncompliance both in terms of Housing Element certification and achieving RHNA during the planning period?
- Participant asked if there are mixed income sites/projects that could happen?
- Participant asked how sites are assigned to RHNA categories and default density?
- Participant commented that some identified sites have constraints and that is why they haven't developed yet. For example, title issues, infrastructure issues, environmental constraints.
- Participant commented that the City process has improved in terms of working with applicants and saying yes to projects.
- Participant asked for the deadline to submit public comments.
- Participant asked if the City is required to build housing? They also asked if the RHNA number is for eight years?

Exhibit 1- 2023-2031 Housing Element

- Participant asked if the RHNA numbers are not built, do they 'roll over' to the next Housing Element?
- Participant asked if there was any canvassing done? If yes, does staff have information on where those people live?
- Participant asked who owned the land identified for housing in the sites inventory?
- Participant asked how the City is streamlining affordable housing permit processes?
- Participant asked if affordability levels can be split up more?
- Participant asked what happens if the Housing Element is not in compliance?
- Participant asked if the City has policies in place to support mixed income development?
- Participant asked if the City can support conversion of vacant lots in South Stockton?
- Participant commented that the City does not do anything to help low-income communities on the outskirts of its jurisdiction.

STOCKTON HOUSING JUSTICE COALITION HOUSING ELEMENT WORKSHOP, MAY 3, 2023

On May 3, 2023 the Stockton Housing Justice Coalition held a public community meeting to discuss the Draft 6th Cycle Housing Element. The following housing barriers and desired policies and programs were identified by participants:

Issue/Barriers

- Lack of housing for low-income residents + emergency placements
- Creating housing in vacant properties
- Housing for people with disabilities
 - On SSI
 - Even with benefits, still unaffordable need to have a universal definition of what low-income is and what is affordable
- Keeping people in their homes tenant protections
- Low-income people of color only able to live in polluted + undesirable places
- Acceptance of housing vouchers discrimination
- Transitional housing for formerly incarcerated
- Housing stock quality

- Tenant resources navigation
- Criminalization of unhoused residents
- A lot of vacant buildings in downtown
- Tenant bill of rights, including Right to Counsel
- Environmental (racial, social) justice housing near polluted sites
- Concentrating poverty new units all together, without amenities

Desired policies and programs

- New tenant protection policies
 - Funding legal aid
- Preservation programs for existing market housing
- Community land trusts
- Vacant building tax
- Enforcement against discrimination
- Public education on rights + processes (radio, classrooms)
- Navigation for unhoused
- HDAP at CA DSS → housing while applying for SSI
 - Needs to be bigger
- Extending "Just Cause" to single-family
- Universal Income for renters
- Mitigation requirements for siting in industrial + highway areas
- Eviction diversion program
- Inclusionary requirements for specific groups domestic violence victims
- Sidewalks
- Audit of existing programs
- More mixed income sitting choice
- City should buy more land everywhere for future development
- Partnering with school districts for teacher housing
- Rent control/lower + enforcement rent cap
- Help for people + remove barriers on rental applications
 - Credit
 - Domestic violence victims
 - Exceptions or minimums
- Mitigate landlord concerns cleanup funds, etc.
- More landlord tenant/mediation
- Require provisions of written lease
- Rental registry
- Grants for ramps
- Subsidies for ADUs streamlining

PLANNING COMMISSION AND CITY COUNCIL MEETINGS

PLANNING COMMISSION, APRIL 27, 2023

The Planning Commission held a study session on the Draft Housing Element on April 27, 2023, that began at 5:30pm. The purpose of this study session was to receive direction on draft Goals, Policies, and Programs before submittal to the state for their initial review and to receive any missing housing topics that should be explored in the Housing Element.

City Staff and consultants facilitated the meeting with the Planning Commission. The public was also invited to attend. The presentation focused on the outreach efforts, Housing Element Fair Housing findings, incorporated community feedback and new, continued/modified programs. After the presentation, a discussion was opened, the following is a paraphrased list of notes from Planning Commissioners that are divided into topics:

The following were questions asked by Planning Commissioners:

- Planning Commissioner asked if there are specific concerns regarding the length of approval for housing?
- Planning Commissioner commented that the word inclusionary is thrown around a lot, in regards to housing, and asked what inclusionary means or how is it defined?
- Planning Commissioner expressed concerns about displacement and gentrification from out of area buyers.
- Planning Commissioner commented about barriers associated with rental applications.
- Planning Commissioner commented about the condition of rental housing.
- Planning Commissioner recommended for eviction protections.
- Planning Commissioner commented about the housing needs of special need groups.

- Planning Commissioner expressed concern regarding the higher rate of overpayment among renters
- Planning Commissioner asked what are governmental constraints?
- Planning Commissioner asked if the proposed ordinance consider protections for potential overpayments from the city for public utility use in particular water and electricity?
- Planning Commissioner asked if City was to provide that feedback before May 12th from the public how would we get that information?
- Planning Commissioner asked how long until the Housing Element comes back again?

The following were questions asked by the public:

- Participant commented that they would like to see very low-income housing addressed in the Housing Element.
- Participant commented that they want a more defined plan to identify and prevent homelessness and help people move out of homelessness.
- Participant asked what an e-blast is?

WRITTEN PUBLIC COMMENTS

Written public comments are included in Appendix C.

RESPONSE TO INPUT RECEIVED

City's response to written public comments is included in Appendix C in a cover letter and annotated attachments to the cover letter.

APPENDIX C: PUBLIC COMMENTS AND RESPONSE





COMMUNITY DEVELOPMENT DEPARTMENT

Permit Center • 345 N. El Dorado Street • Stockton, CA 95207 • (209) 937-8444 • Fax (209) 937-8893
www.stocktonca.gov

June 6, 2023

To all Interested Parties

Re: Public Review of the Draft 2023-2031 Housing Element

The City recently concluded its Public Review of the 6th Cycle Draft 2023-2031 Housing Element, which received three comment letters. The City staff would like to express their gratitude to all those who provided feedback and participated in various meetings related to Housing and Zoning. These workshops were instrumental in preparing the Draft Housing Element.

This letter formally responds to mutual themes expressed in the three comment letters received and corresponds to specific items in the Annotated Comment letters contained in Attachments A through C.

Revisions to the Draft Housing Element

Based on residents, stakeholders, and City staff comments, the Draft Housing Element has been revised to reflect the following summarized changes. These changes are categorized by topic and can be seen in track change form in the revised Policy Chapter in Attachment D.

- **Housing Protections:** Policies and programs have been revised to indicate the City's commitment to exploring various requirements and incentives for housing protections.
- **Housing Capacity and Affirmatively Furthering Fair Housing (AFFH) Site Analysis:** As Housing Capacity sites (a.k.a. RHNA sites) are oriented toward housing production while the other targets explicitly housing for certain groups, the City will continue to seek direction from the State on how these analyses should be implemented together. While a few housing capacity sites have been removed, staff was careful not to impact the overall housing capacity surplus as it could restrict the development options for the remaining housing sites. Furthermore, the Housing Action Plan will explore additional housing capacity options not listed in the Housing Element or required by state housing law. Those sites could include county land within the sphere of influence, underutilized infill lots, underutilized buildings within the downtown area, and potential redevelopment areas.
- **Development Code Overhaul:** Policies and Programs have been revised to highlight potential zoning code revisions to increase housing production for all incomes and groups. These revisions include the following:
 - o allowing housing in more zoning designations,
 - o provide more housing options,

- o adding new processes for increasing development densities,
 - o additional infill allowances,
 - o new zoning overlays to provide specific standards for particular neighborhoods, and
 - o performance standards for new development to reduce potential impacts.
- **Housing Action Plan (HAP):** While the draft HAP has not been released, City staff is still seeking feedback from potential document users (residents, housing advocates, developers) on what should be in the document. The HAP will build from the Housing Element programs and explore additional strategies and recommendations to implement housing goals further. Areas of research include, but are not limited to:
 - o development process summary for all types of housing (emergency, transitional, permanent),
 - o proformas to explore funding options to reduce the cost gap in new housing construction,
 - o infill development toolkit
 - o list of funding and partnerships in the area for each housing need,
 - o case studies on projects and redevelopment areas, and
 - o detailed recommendations for specific topics and projects covered in the HAP.
- **Additional Outreach:** Between Fall 2022 and Spring 2023, City staff sent thousands of mailed notices to owners, dozens of notices to the Record and email group, hosted over fifteen Shape Stockton workshops, conducted dozens of interviews with stakeholders and held numerous meetings with residents and stakeholders. City staff will work with local and regional partners to explore additional opportunities for feedback before hearings for adoptions begin. These opportunities could include but are not limited to, the following:
 - o Conduct follow-up interviews with all stakeholders contacted and interviewed.
 - o Provide bilingual notices to local community organizations (schools, event centers, religious facilities, etc.) and attend meetings and gatherings where appropriate.
 - o Continue to attend “Go-to-them-Events” when time allows. Past events are listed on the Shape Stockton website at [Community Participation - City of Stockton \(stocktongov.com\)](https://www.stocktongov.com/Community-Participation).
 - o Additional notifications in English and Spanish within local magazines and informational flyers.
 - o Coordinate with Community groups and representatives to explore additional contacts and neighborhoods to reach out to.
 - o Translate additional workshop materials into Spanish.
 - o Create videos in English and Spanish summarizing all housing efforts with information on how to get involved.

A summary of all comments received for the Shape Stockton effort can be viewed on the Shape Stockton website at [Shape Stockton - City of Stockton \(stocktongov.com\)](https://www.stocktongov.com/Shape-Stockton). Shape Stockton consists of grant-funded efforts that include updates to the City’s Development Code and Design Guidelines, required Housing Element Update, permit software improvements, and Housing and Neighborhood Action Plans. Housing-related comments from these efforts can be found in Attachment E.

Next Steps

Moving forward, the City staff will conduct the following.

- Upload the revised Draft Housing Element and comment letters to the City's website.
- Submit the revised Draft Housing Element to the California Department of Housing and Community Development for them to begin their State required compliance review.
- Conduct follow-up interviews with stakeholders to see what else is needed and what other groups/residents should be contacted.
- Continue outreach on the Draft Housing Element and Housing Action Plan consistent with the feedback from the stakeholder interviews and the options included in this letter.

Again, City staff would like to thank everyone who contributed to Draft Housing Element and Shape Stockton efforts. While much work remains, City staff appreciates the feedback received and looks forward to working with the community to address housing in the City of Stockton.

If you have any questions regarding the information in this letter, contact me by phone at 209 937-8598 or by e-mail at matt.diaz@stocktonca.gov.



Matt Diaz, AICP
Advanced Planning Manager

Attachments

- A. Annotated St. Mary's Dining Room Comment Letter dated May 12, 2023
- B. Annotated Stockton Housing Justice Coalition Comment Letter dated May 12, 2023
- C. Annotated Disability Rights California (DRC) Comment Letter dated May 15, 2023
- D. Revised Housing Element Policy Chapter with Track Changes
- E. Shape Stockton Housing and Neighborhood Comments



May 12, 2023

Input on the Draft Housing Element

Dear City of Stockton,

Thank you for the work that the Shape Stockton team has done in developing the first draft of the Housing Element. They have been very open to input and encouraging community participation. I appreciate this opportunity to provide our feedback as well.

St. Mary's is one of the largest homeless service agencies in Stockton, serving over 5,000 individuals a year. We provide meals, showers, clothing and social services to homeless individuals who are staying in the shelters, residing in the encampments, or living in their cars. We also serve households from the surrounding low-income neighborhoods who are very low income and at risk of homelessness. For our clients, the lack of housing to fit their needs is extremely detrimental.

The main component that I feel is missing from the Housing Element is a housing plan for extremely low income households. It is a sub-category of the larger group titled "Very Low Income". This category covers a wide range of incomes - anyone below 50% of area median income. This category is too broad and does not adequately address the needs of the lowest income households. **It appears that there is no specific Regional Housing Needs Allocation for the extremely low income sub-category.**

I feel that specific planning is needed to address the housing needs of those with extremely low incomes (below 25% AMI). This includes many individuals with a disability, an increasing number of seniors, and others with special needs. Housing to meet their needs is critical to both preventing homelessness and helping people exit out of homelessness. We have many clients who come to us because their rents kept increasing until they became so high that they could no longer afford them, so they had to move out into an emergency shelter. Similarly, when our clients are working to move out of a shelter, they are often unable to find any apartment that they can afford or landlords who will accept their income level, so they remain stuck at the shelter.

The Housing Element can be an important piece of addressing this problem, by developing a comprehensive housing plan to ensure adequate housing for those with extremely low incomes.

Thank you for your consideration.

Petra Linden
Chief Executive Officer

Commented [GU1]: The Extremely Low Income RHNA is estimated based on HCD guidance on page BR-10. In addition, more information about residents in this income category is provided on page BR-43.

Commented [GU2]: Program 7 and 10 address Extremely Low Income households.

May 12, 2023

To: Stephanie Ocasio, Director of Community Development

Matt Diaz, Advanced Planning Manager
Tristan Osborn, Senior Planner, Advanced Planning

Placeworks

Mayor Kevin Lincoln
Vice Mayor Kimberly Warmesley
Councilmember Michelle Padilla
Councilmember Dan Wright
Councilmember Michael Blower
Councilmember Susan Lenz
Councilmember Brando Villapudua

Cc: David Zisser, Assistant Deputy Director, HCD
Melinda Coy, Land Use and Planning Manager, HCD
Jose Ayala, Housing Policy Specialist, HCD

RE: City of Stockton 6th Cycle Draft Housing Element

Dear Community Development Department Staff, Consultants, Mayor Lincoln, and City Councilmembers,

Thank you for the opportunity to comment on the 6th Cycle Draft Housing Element for the City of Stockton.

The Stockton Housing Justice Coalition is a resident-centered organization that empowers Stocktonians to advocate for policies and solutions that protect tenants and promote affordable housing through skill-building, education, organizing and storytelling. The following comments, questions and recommendations to the 6th Cycle Draft Housing Element are informed by the Coalition's direct experience with affordable housing in the City of Stockton as well as our experience interacting with residents and attempting to address their housing needs.

Policy Document

The Coalition appreciates the draft's focus on housing production. This focus is weaved throughout nearly all of the stated Goals and associated Policies. However, production-oriented policies on their own do not respond directly to the analysis conducted elsewhere within the

Draft Housing Element.

While production is an essential component of any effective plan to improve housing outcomes, the Needs Assessment and the Affirmatively Furthering Fair Housing sections indicate that feedback from local stakeholders focused heavily on the need to stabilize households that are threatened by housing insecurity and/or homelessness. There are currently no policies noted throughout the five goals that commit in a measurable way to protecting tenants or stabilizing shelter for those households that are housing-insecure.

It is also difficult to assess whether the Quantified Objectives for certain goals are reasonable because it is not clear that there has been analysis as to whether existing programs are being effective in impact. For example, under Goal HE-2: Provide High Quality Housing for All Income Groups, Program 10 states that the City will continue administering its existing entitlement programs to fund local housing programs to support the development of 200 extremely low-, 400 very-low and 450 low-income units. It also states that 75 low-income households will receive assistance from the City's down payment assistance program. The only evaluation data the Coalition was able to review is in a draft of the City's 2021-2022 Consolidated Annual Performance Evaluation Report - CAPER (the final draft does not appear to have been posted on the City's website). It does not appear that any households within the CAPER reporting period received assistance for any type of down-payment assistance and the report states that over the two-year reporting period, 10 units within a 31-unit development were supported with HOME funds. If down-payment assistance is not being utilized - the Constraints analysis indicates that from 2017 - 2023 no households were assisted by the down-payment program - and only 10 units are noted as being supported by HOME, does maintaining this status quo meet the housing needs of Stockton residents? It does not appear so and the Coalition requests that the City ensure the Quantified Objectives take into consideration historical utilization rates for its proposed programs and assess how these programs can be improved.

Program 10 also highlights another trend throughout the Policy Document that the Coalition would like to see addressed - a general lack of specificity as it relates to implementation time frames. Program 10 states that the City will "Review funding opportunities annually; down payment assistance program is ongoing." This language lacks a clear commitment to achieve the stated Quantified Objectives and similar non-committal language is used throughout.

- Goal HE-1 Increase Housing Production and Ensure Adequate Land for All Housing Types and Income Levels
 - Recent changes to state law have spurred an increase of Accessory Dwelling Units across the state as a response to natural disasters and homelessness. The Coalition is pleased to see the City is continuing its efforts to increase ADUs across the City with focus on high opportunity neighborhoods. Given the City's quantified objective of 180 ADUs, (108 units in the low-income category in Table

Summary of Comments on A9g2imqt_18ssekm_380.tmp

Page: 2

 Number: 1 Author: Matt Diaz Date: 5/31/2023 3:12:00 PM

The CAPER is on the Economic Development Departments' website at Economic Development Department - City of Stockton (stocktonca.gov) .

Staff will continue to explore potential impediments to the CAPER's achievements and successes.

 Number: 2 Author: Matt Diaz Date: 5/31/2023 1:52:00 PM

City staff has been tasked with following up on various complex housing solutions to address everything from staffing shortages, rent control, balancing the need to enhance housing development without leading to increased costs, and so on. While staff agrees that having specific milestones for all objectives would be helpful, the progress of some of the efforts will be dictated by the process in which they are explored and the direction giving to staff as progress is made.

HE-53), the Coalition would like to see the City explore a pilot program (similar to LA County) that would ensure newly constructed (or converted) ADUs are affordable to individuals or households in low-income categories by providing incentives to homeowners (such as forgivable loans or grant assistance for construction).

- Goal HE-2 Provide High Quality Housing for All Income Groups

- All ¹ stated programs within Goal 2, with the exception of Program 11, appear to only maintain the existing status quo. If existing programs are not meeting current housing needs, it is unclear how this section will improve upon existing outcomes.

- Goal HE-4 Preserve Existing Housing

- The Coalition appreciates the draft element includes a goal explicit to housing preservation. We believe there are more explicit program goals that could be included to strengthen the focus of this section and make it more likely that a variety of preservation efforts could be explored. The City of Stockton can have a positive impact on increasing the supply of affordable homes through policies that prioritize residents and community development organizations over corporate and/or outside investors in the real-estate market. This ² can be achieved through the inclusion of both a Community/Tenant Opportunity to Purchase Act (COPA and TOPA) policy.
- It is well documented that a majority of low-income households do not have access to deed-restricted affordable housing. The Coalition would like to see the City establish a formal small site preservation program that would support mission-driven nonprofit developers in acquiring existing non-deed restricted units and bringing these units into the City's formal affordable housing stock.
- Challenges with the City's existing Code Enforcement model have long been uplifted by the community as failing to meet the needs of residents. There have been repeated suggestions that the City adopt a more proactive form of code enforcement and rental inspection process. Program 21 proposes no significant changes to the existing code enforcement/rental inspection model and offers no meaningful timeline for assessment or updates.

- Goal HE-5 Provide Equitable Housing and Supportive Services

- The Coalition believes the policies and programs noted under Goal HE-5 could be significantly strengthened. Equitable housing policies should ³ address the entire continuum of housing need - including protecting tenants. Approximately

 Number: 1 Author: Matt Diaz Date: 5/31/2023 1:58:00 PM

Chapter 7 Evaluation includes a detailed description of how the goal/policies were either carried over, amended, or removed. While high-quality housing remains a constant, the programs were consolidated with others to provide more clarity and are intended to work with other programs for policy implementation.

 Number: 2 Author: Matt Diaz Date: 5/31/2023 1:59:00 PM

Staff will continue to explore this program and discuss findings with the Justice Coalition.

 Number: 3 Author: Matt Diaz Date: 5/31/2023 1:52:00 PM

Financial options will be explored in the Housing Action Plan, while the Development Code will include amendments to ADU and JADU standards as well.

half of Stockton's population (50.1 percent) is comprised of renter households and a significant number of renters dwell in single-family homes which are exempt from any protective measures in AB 1482. The Coalition would like to see more explicit policies surrounding renter protections such as extending just-cause eviction policies to single-family rental units, actual enforcement of preventing source of income discrimination and tenant-anti-harassment policies.

SITE INVENTORY

CalEnviroScreen 4.0 is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. It also takes into account housing burden, population characteristics, education, poverty etc. Most of Stockton's RHNA sites appear to be located south of Harding Way within neighborhoods that have the highest percentile of burden (81% and above as shown in Figure 15) and are categorized as "Low Resource" and/or "High Segregation & Poverty" (Figure HE-1: TCAC/HCD Opportunity Areas) areas.

On April 12, 2023, Housing Justice Coalition members conducted a site tour of proposed Site Inventory locations. Our observations are noted in the following comments:

- Multiple sites are listed as being less than a half-acre in size. Due to economies of scale, it is highly unlikely that low-income, affordable housing would be constructed on these parcels. The Coalition recommends that the City remove such sites from the inventory due to them being infeasible for residential development.
- The Coalition urges the City of Stockton to consider environmental and health impacts of proposed inventory locations. For example, sites adjacent to freeway and freight corridors may be unsuitable for housing development due to pollution concerns (e.g. site locations).
 - API 14523013 & 14523012 (Church St.)
 - While there are no major structures on either of these parcels, at the time of the Coalition's site tour, it appeared that Greif Recycling was operating on this parcel and possibly the adjacent one. Additionally although these parcels are zoned for Medium Density Residential (RM) the surrounding area has a high concentration of industrial businesses.
 - 4236 MANTHEY RD STOCKTON CA 95206
 - This parcel and its adjacent ones are in close proximity to the freeway. If planned development is considered, the Coalition recommends additional mitigation efforts to offset the impacts of its proximity to the freeway.
 - 411 S STANISLAUS ST STOCKTON CA 95203

 Number: 1 Author: Guest User Date: 5/25/2023 1:56:00 PM
Revisions have been made to Program 28 in the Policy Document to address this comment•

 Number: 2 Author: Guest User Date: 5/25/2023 1:21:00 PM
None of the sites to address the lower income RHNA are less than a half-acre in size. The part of state law concerned with sites smaller than a half-acre is specific to sites that list units to address the lower-income part of the RHNA. Sites smaller than a half-acre are only included to address the moderate and above-moderate part of the RHNA••

 Number: 3 Author: Guest User Date: 5/25/2023 1:21:00 PM
This site is being removed from the Draft Housing Element•

- This parcel and its adjacent ones are in close proximity to the freeway. If planned development is considered, the Coalition recommends additional mitigation efforts to offset the impacts of its proximity to the freeway.
- 8501 E HAZELTON AVE STOCKTON CA 95203
 - This parcel is located in a General Commercial zoned area and is currently being used as a semi-truck parking and/or over flow lot.

Affirmatively Furthering Fair Housing

According to AB 686: Affirmatively Furthering Fair Housing (AFFH) Stockton is required by State law to use all available data and “local knowledge,” such as the recent testimony of residents and community organizations, to conduct an in-depth analysis of the fair housing issues impacting members of protected classes. The Draft correctly demonstrates that residents who are members of protected classes – in particular, people of color – are unfairly and disproportionately harmed by housing costs, eviction, overcrowding, and displacement. However, the proposed goals, policies and programs do not explicitly address feedback or ideas gathered from stakeholders including interventions such as:

- Eviction protection programs
- Right to counsel/legal aid support for renter households
- Deconcentrating poverty in the Downtown and South Stockton neighborhoods.

Additionally, other goals of AB 686 are to, “replace segregated living patterns with truly integrated and balanced living patterns and transform racially and ethnically concentrated areas of poverty into areas of opportunity”. However, Figure HE-1: TCAC/HCD Opportunity Areas shows a significant number of sites in “Low Resource” and/or “High Segregation & poverty” as well as multiple “Pipeline Projects” in areas of High Opportunity as defined by HCD, but does not indicate whether these units will be affordable to specific income levels.

Ultimately, the Coalition feels that the current draft element makes the below listed “mistakes” identified by HCD to varying degrees:

- A high-quality Assessment of Fair Housing, but status-quo actions/programs
- Does not include regional comparison in analyses
- Does not ask the public to provide input on AFFH
- Doesn’t prioritize 4-5 contributing factors & connect to programs
- High resource areas can’t rely on ADUs alone
- No data dumping! Tell the story

 Number: 1 Author: Guest User Date: 5/25/2023 1:21:00 PM

This site is being removed from the Draft Housing Element•

 Number: 2 Author: Guest User Date: 5/25/2023 1:23:00 PM

The units and what income levels they are affordable to for the Pipeline Projects are shown in Table HE-54•

 Number: 3 Author: Guest User Date: 5/25/2023 1:23:00 PM

The Assessment of Fair Housing does include a regional comparison in the analysis•

 Number: 4 Author: Guest User Date: 5/25/2023 1:23:00 PM

Contributing factors have been prioritized and connected to actions in the Policy Document. See Table HE-50 and the text above that table.•

Outreach and Engagement

The City must reach ALL economic segments of the population; describe meaningful, frequent, and ongoing community participation, consultation, and coordination that is integrated with the broader stakeholder outreach and community participation process for the overall housing element.

While several meetings were hosted by the City Community Development Department, these meetings did not reach significant portions of the City population; namely, renters (who make up approximately half of all Stockton households) and people at risk for or who are homeless. The City's method of communication with the public was primarily by online notices on its own web site. However, most working class people living in the City will not visit the City's website to find out about the Housing Element because most residents aren't aware it exists. Also, 30 percent of Stockton residents lack internet access which poses an additional challenge to accessing online materials.

All segments of the community were encouraged by the City to participate in preparation of the Housing Element through a series of efforts, including noticing of property owners of sites in the draft Housing Element sites inventory, announcements on the City's social media channels, distribution to the Housing Element email listserv, and direct contacts by email and phone with organizations serving low-income and special-needs groups. The City invited representatives of these groups to attend the public workshops on the Housing Element.

It should be noted that representatives who serve members of the community are not the same as community members themselves. Second, noticing property owners and no one else, i.e. those who rent, and those who are unhoused, ignores extensive economic segments of the community. There are no examples of the City reaching out to the Spanish-speaking community in a way that is meaningful. As such, the Coalition does not believe the City of Stockton has met its outreach obligations under AB 686.

Recommendations

Based on the above discussion, the Stockton Housing Justice Coalition would like to make the following recommendations to help strengthen the Draft 6th Cycle Housing Element and ensure its responsiveness to local housing need:

- Policy Document
 - Add more specificity to Quantifiable Objectives and Timeline language to ensure realistic and meaningful outcomes on a timeline that ensures some accountability
 - Broaden Goal HE-5 to include explicit reference and recommendation to Resident Protection policies to ensure housing, neighborhood stability and affirmative displacement mitigation for Stocktonians

 Number: 1 Author: Matt Diaz Date: 5/31/2023 3:09:00 PM

The City has been dispersing flyers in multiple languages at libraries, businesses, and stakeholder groups, but we can work to expand this to other areas that need them.

 Number: 2 Author: Matt Diaz Date: 5/31/2023 3:07:00 PM

All shape stockton notices were in five languages, while all housing and zoning workshops were noticed in Spanish and english. These notices can be found on the City's shape stockton website.

- Increased collaboration with the Transformative Climate Communities programs and partners to provide professional services (reroofs/electrical upgrades) to low-income household housing stock
- Site Inventory
 - Remove any existing inventory sites that sit within 500-feet of freeway to avoid disproportionately negative health and environmental impacts on low-income households
 - Consider additional sites in high opportunity neighborhoods
 - Additional review of parcels with low acreage that have lower-income capacity
- Outreach/Engagement
 - The City should improve its outreach methods and expand its reach to include youth, those from different language communities and unhoused residents. These are populations who are disproportionately affected by the City's housing policies and the lack of inclusion of their feedback is evident in the policies and programs selected.
 - Conduct additional outreach, if time allows, and partner with community-based organizations to support additional engagement

We look forward to working with the City of Stockton to develop policies and programs that meet the housing needs of all Stocktonians.

Sincerely,

Stockton Housing Justice Coalition

Organizational and individual members include*:

- STAND Affordable Housing - Trustbuilders
- Conway Homes Resident Council
- Pandora Crowder
- Enterprise Community Partners
- Faith in the Valley
- Residents United Network - Visionary Home Builders of CA, Inc.
- Catholic Charities
- Disability Rights of California
- California Coalition for Rural Housing
- Stockton NAACP
- San Joaquin Fair Housing
- New Genesis Housing Corporation
- Reinvent South Stockton Coalition

**Coalition comments do not necessarily reflect the views of individual member organizations*

 Number: 1 Author: Matt Diaz Date: 5/31/2023 3:06:00 PM

The city's response letter dated 6/2/23 outlines additional outreach options. We look forward to working with the justice coalition to explore ways to reach more residents in 2023 and beyond.

On May 3, 2023, the Stockton Housing Justice Coalition held a public, community meeting to discuss the Draft 6th Cycle Housing Element. The following housing barriers and desired policies and programs were identified by participants:

Issue/Barriers

- Lack of housing for low-income residents + emergency placements
- Creating housing in vacant properties
- Housing for people with disabilities
 - On SSI
 - Even with benefits, still unaffordable → need to have a universal definition of what low-income is and what is affordable
- Keeping people in their homes → tenant protections
- Low-income people of color only able to live in polluted + undesirable places
- Acceptance of housing vouchers → discrimination
- Transitional housing for formerly incarcerated
- Housing stock quality
 - Tenant resources → navigation
- Criminalization of unhoused residents
- A lot of vacant buildings in downtown
- Tenant bill of rights, including Right to Counsel
- Environmental (racial, social) justice → housing near polluted sites
- Concentrating poverty → new units all together, without amenities

Desired policies and programs

- New tenant protection policies
 - Funding legal aid
- Preservation programs for existing market housing
- Community land trusts
- Vacant building tax
- Enforcement against discrimination
- Public education on rights + processes (radio, classrooms)
- Navigation for unhoused
- HDAP at CA DSS → housing while applying for SSI
 - Needs to be bigger
- Extending “Just Cause” to single-family
- Universal Income for renters
- Mitigation requirements for siting in industrial + highway areas
- Eviction diversion program
- Inclusionary requirements for specific groups → domestic violence victims

 Number: 1 Author: Matt Diaz Date: 5/31/2023 3:17:00 PM

Most of these are included in the revised Policy Chapter of the Housing Element either as programs or directions for staff to explore. Some will be explored in the Housing Action Plan for recommendations (vacant buildings, etc.), while others (ADU, etc.) may be included in the Development Code Update.

- Sidewalks
- Audit of existing programs
- More mixed-income siting → choice
- City should buy more land everywhere for future development
- Partnering with school districts for teacher housing
- Rent control/lower + enforcement rent cap
- Help for people + remove barriers on rental applications
 - Credit
 - Domestic violence victims
 - Exceptions or minimums
- Mitigate landlord concerns → cleanup funds, etc.
- More landlord/tenant mediation
- Require provision of written lease
- Rental registry
- Grants for ramps
- Subsidies for ADUs → streamlining



LEGAL ADVOCACY UNIT
1831 K Street
Sacramento, CA 95811-4114
Tel: (916) 504-5810
Fax: (916) 504-5811
coprinforequest@disabilityrightsca.org
www.disabilityrightsca.org

May 15, 2023

Sent via e-mail

To: Stephanie Ocasio, Director of Community Development-
stephanie.ocio@stocktonca.gov

Matt Diaz, Advanced Planning Manager- matt.diaz@stocktonca.gov

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**RE: Disability Rights California's Comments on the City of Stockton's
April 2023 Housing Element Public Draft**

Dear Planning Department Staff, Consultants, Mayor Lincoln, and City
Councilmembers:

Disability Rights California submits these initial comments on the [2023-2031 City of Stockton Housing Element April 2023 Public Review Draft](#) (“Draft”). Disability Rights California is a private, non-profit disability rights organization federally mandated to advance and protect the human and legal rights of Californians with disabilities. 42 U.S.C. § 15001, et. seq., 42 U.S.C. § 10801, et seq., 29 U.S.C. § 794(e), 29 U.S.C. § 3011, 29 U.S.C. § 3012; *see also* Welfare and Institutions Code §§ 4900-49005. DRC’s comments on the Draft pertain to people with disabilities in the City of Stockton.

We appreciate the effort that went into this first draft and support many of the Draft programs. However, we believe the Draft needs further development to address housing needs and barriers for people with disabilities in the City. We provide the following comments and proposed changes to assist the City with creating a more inclusive Housing Element:

I. To Affirmatively Further Fair Housing, the City must outreach to all segments of the community, ensure housing opportunity throughout the community, set AFFH priorities, and set appropriate metrics and milestones.

Assembly Bill 686 (2018) defines Affirmatively Furthering Fair Housing as, “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” Gov. Code § 8899.50, subd. (a)(1). Stockton must administer its programs in a way that affirmatively furthers fair housing for members of a protected class and take no action inconsistent with that obligation. Gov. Code, § 8899.50(b)(12); Fair Housing Act, 42 U.S.C.A. § 3608(e)(5). These requirements exist to combat discrimination, overcome patterns of segregation, and foster inclusive communities.

While the federal duty to AFFH has existed for over 50 years, AB 686 creates new requirements for housing elements for: (1) Outreach, (2) Assessment of Fair Housing, (3) Site Inventory, (4) Identification and Prioritization of Contributing Factors, and (5) Goals and Action. The California Department of Housing and Community Development’s publication: *Implementing AB686: Duty to Affirmatively Further Fair Housing Guidance for Housing Elements* states that common mistakes and pitfalls include:

- A high-quality Assessment of Fair Housing, but status-quo actions/programs;

- A local jurisdiction refers to a county-level Analysis of Impediments to Fair Housing previously completed;
- Does not include regional comparison in analyses;
- Only analyzes patterns of low-income sites, not all sites;
- Does not ask the public to provide input on AFFH;
- Doesn't prioritize 4-5 contributing factors & connect to programs;
- High resource areas can't rely on ADUs alone; and,
- No data dumping! Tell the story.

The City's Draft contains some of these common mistakes. We offer the following comments to help avoid some of these pitfalls.

1. Outreach

The City must reach all economic segments of the population; describe meaningful, frequent, and ongoing community participation, consultation, and coordination that is integrated with the broader stakeholder outreach and community participation process for the overall housing element.¹ Gov. Code, § 8899.50 subd. (a)(2) further requires a summary of fair housing outreach and capacity, and the City must "receive public input and local knowledge on the Assessment of Fair Housing."

The Planning Department hosted several meetings, but did not reach renters and people at risk for or who are unhoused. The City primarily communicated with the public by online notices on its web site; however, most working people in the City do not visit the City's website. The Draft also does not incorporate local knowledge other than input from service providers.

While we appreciate the outreach to organizations serving low-income and other special needs populations, including our own, representatives who serve members of the community are not the same as community members themselves. Noticing property owners but not those who rent and those who are unhoused ignores extensive economic segments of the community. Moreover, there are no examples of the City reaching out to the Spanish-speaking community in a way that is meaningful. Additionally, people with disabilities and older adults are often unable to participate in community meetings due to communication barriers, segregation, and lack of transportation access. Thus,

¹ The CA Dept. of Housing and Community Development, *Implementing AB686: Duty to Affirmatively Further Fair Housing Guidance for Housing Elements*, https://www.hcd.ca.gov/community-development/affh/docs/affh_webinar_slides.pdf

Commented [MD1]: In 2023, all Shape Stockton notices were sent in five languages, while all workshops were noticed in Spanish and English. The City will continue to work with residents and groups to extend its reach. In addition, the Housing Element has been revised to encourage more noticing in various languages so the practice will continue beyond the Housing Element Update process.

they are often not considered in the planning processes that directly and disproportionately impact them, and are undercounted in data collection. Hearing directly from people with disabilities is critical to figuring out what housing issues they face and what types of housing works for them. Having a robust community outreach and engagement plan that ensures access to meetings and planning processes will allow program participants to gather invaluable data and information from people with disabilities and bridge the equity gap.

To better incorporate the views of all Stocktonians, the City should implement a Housing Element education campaign to educate young people, those from different language communities, and those awaiting appointments at the County's Health and Human Services Agency (333 E. Washington St.), among others. The City should reach out to the community via local radio stations in both English and Spanish. There is no other way to reach the vast working poor, disabled, renting, and homeless populations of Stockton. The people of Stockton deserve to have their voice heard in the Housing Element process. Under AB686, it is mandated.

2. Assessment of Fair Housing

Among the Assessment of Fair Housing's Requirements, we primarily address disparities in access to opportunity, displacement risk, ongoing segregation, and sites selection in this comment letter.

The City of Stockton has a population of 322,120.² People of color make up 78 percent of the population where Latinx people account for more than 40 percent of that total. *Id.* Stockton is the native land of the Yatchicumne, a group of Northern Valley Yokuts people.³

A. Disparities in Access to Opportunity

a. Environmental Justice

A major fair housing concern in Stockton is environmental injustice. Importantly, "[p]eople with disabilities are specifically exposed to and vulnerable to environmental injustice" as a result of decades of ableist and racially exclusionary policies and land use decisions. And, some are also more vulnerable

² Rich Ibarra, [Stockton Named the Most Racially Diverse City in America](#), Capradio, (Jan. 2020)

³ City of Stockton: [A Look into Stockton's Past](#)

to environmental injustice because of the nature of their disability.⁴ These communities are the most impacted by pollution and other poor environmental conditions because of historic land-use decisions. For example, the percentage of people with disabilities living in areas with greater exposure to PM2.5 pollution is significantly higher than in areas with less exposure, even when controlling for other variables; this is especially true for individuals with cognitive and independent living difficulties.⁵ As a result, explicitly requiring consideration of such issues when furthering fair housing is critical.

CalEnviroScreen 4.0 is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. Much of Stockton falls above the 90th percentile for pollution burden in the state. In the map below, Red indicates communities with the highest pollution burdens: most of Stockton's RHNA sites are within those red zones. As shown in Figure 1 below⁶, limited RHNA sites are located in the green CALENVIROSCREEN and deeper blue, high and highest resources areas, as the majority of sites are in South Stockton. However, as the table below shows, South Stockton are the lower opportunity areas, and are also the areas hit by some of the worst pollution in the entire state. This will not AFFH.

Commented [MD2]: The Housing Elements Regional Housing Needs Allocation (RHNA) housing capacity sites include approved housing projects in North Stockton that account for over ten thousand units. The maps and description below only show vacant infill properties that account for 50-percent or less than the total sites listed towards complying with RHNA.

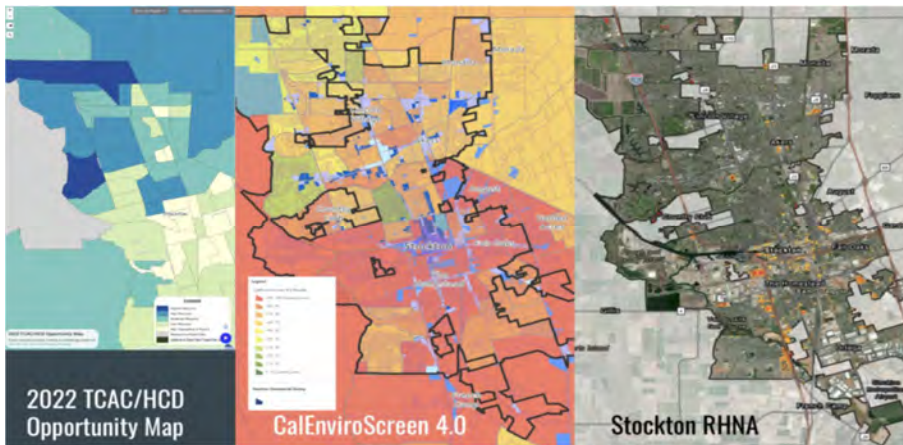


Figure 1

⁴ Catherine Jampel, *Intersections of disability justice, racial justice, and environmental justice*, Environmental Sociology (2018).

⁵ Jayajit Chakraborty, *Disparities in exposure to fine particulate air pollution for people with disabilities in US*, Science of the Total Environment (June 2022).

⁶ *Stockton 6th Cycle Housing Element*, UC Berkeley, prepared by Bailey Schweitzer, Weiyang Tang, Joann Martinez (Dec. 2022).

b. Transportation

Transportation access is a critical piece of fair housing. However, jurisdictions often focus narrowly on the Americans with Disabilities Act's technical requirements for fixed route and paratransit, but overlook its broader mandate for equal access to the transportation system as a whole. The type of transportation necessary varies by disability and need, and it should be clear that jurisdictions should consider not only fixed-route public transportation, but also specialized services such as paratransit, dial-a-ride, reduced-fare taxis, or volunteer driver programs. Stockton should also consider availability of parking, drop off locations, bus stops, and shelters. A stronger transportation system would expand and improve affordable mobility options including: paratransit, door-to-door services; wheelchair accessible transportation network companies, and demand response real time ride systems; volunteer driver program expansions; nonprofit service provider systems; stipends/free rides for caregivers; gas subsidies, and more. The City's analysis of parking standards notes that some parking minimums have been waived for affordable housing, or that built via TOD. Unfortunately, the ADA's only technical requirement regarding parking spots for people with disabilities is that there be a percentage of spots for disabled persons. Any percentage of zero is zero. Not all disabled people can use public transit, and require a parking spot, a spot for their caregiver, or a pickup spot for paratransit vehicles. As explained below, We recommend that the City amend Program 27, Addressing the Needs of Those with Disabilities, to develop an overall accessibility program that includes ensuring that disabled parking spots are available even where parking minimums have been waived. Accessible, available, and affordable travel options make it possible for diverse groups of people to stay active and engaged in their communities.

Commented [GU3]: Revisions have been made to Program 29 to address this comment

Commented [GU4]: Revisions have been made in the Potential Housing Constraints section in the Parking Standards subsection to address this comment.

c. Houselessness

As discussed below, unhoused individuals have a high prevalence of disability. A discussion of barriers to fair housing is not complete without recognizing that Stockton recently passed one of the most onerous and restrictive encampment sweep ordinances in California, which bans "camping" (defined as "to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia") in areas broadly defined as "critical infrastructure" at the risk of misdemeanor charges and up to \$25,000 in daily fines. The term critical infrastructure is defined to include locations ranging from hospitals to parks. Stockton, California Municipal Code, Charter, and Civil Service Rules, Title 8 Health and Safety, Chapter 8.100 Protection of Critical Infrastructure and Wildlife

Risk Areas.⁷ Further, while the Ordinance was specifically created to address symptoms of homelessness⁸, it does not include a requirement that people have true access to services or housing before being removed or having their property taken. This must be assessed as a barrier.

Commented [MD5]: Staff believes this does not create a barrier to establishing or being housed in a new shelter as defined by state law.

B. Displacement

We appreciate that the City recognizes that preservation and creation of affordable housing is critical to minimizing displacement risk. However, the City has recognized that the City is at risk of losing naturally occurring affordable housing due to an influx of Bay Area residents. Research and experience demonstrate that effective anti-displacement measures include housing preservation (especially for naturally occurring affordable housing), tenant protection, and affordable housing strategies.⁹ The City commits to programs addressing housing preservation and affordable housing development, but not tenant protection. And some of its programs, for example, Program 14, is listed as a place-based revitalization strategy; but fails to address how to ensure that weatherization does not result in higher rents and ensuing displacement. A deeper level of analysis is necessary. Similarly, if not done with anti-displacement protections in place, Code Enforcement can do, and has done, the same.¹⁰ Indeed, the City discusses revitalizing “blighted” areas but does not explain what “blighted” means, which neighborhoods might be impacted, and how. Historically, revitalization of blighted neighborhoods has been paired with displacement of low-income communities. Indeed, the City is removing its 5th Cycle Element program that noted that development in blighted areas would be done with an eye toward preventing gentrification. The City must engage in a deeper analysis of such risk and how its own programs can exacerbate or mitigate that risk.

Commented [MD6]: City staff agrees that some programs could impact other programs regarding the need to rehabilitate housing and inclusionary fees and housing costs. The Housing Element directs staff to further explore the implementation of all programs (including funding), while the Housing Action Plan will make further recommendations to better implement housing policy. These programs will be monitored annually as required per state law.

Displacement can create unique harms to people with disabilities, who may have developed formal and informal systems of care, developed accessible transportation routes, and/or modified their homes to accommodate their needs. Displacement can disrupt these systems in a way that is devastating to a person’s health. And, the stress of displacement alone can exacerbate symptoms of

Commented [MD7]: The previous element did not discuss displacement, while the current element includes new policies to address state law and feedback received.

⁷ https://library.gcode.us/lib/stockton_ca/pub/municipal_code/item/title_8-chapter_8_100

⁸ [https://www.stocktonmayor.org/files/Legislation%20Text%20\(9\).pdf](https://www.stocktonmayor.org/files/Legislation%20Text%20(9).pdf)

⁹ Karen Chapple and Anastasia Loukaitou-Sideris, White Paper on Anti-Displacement Strategy Effectiveness, February 28, 2021, available at www.urbandisplacement.org/wp-content/uploads/2021/08/19RD018-Anti-Displacement-Strategy-Effectiveness.pdf.

¹⁰ See, e.g. *Price v. City of Stockton*, 394 F. Supp. 2d 1256 (2005) (holding private right of action of federal relocation laws where aggressive code enforcement shut down SROs).

disabilities. Therefore, we also believe it is important to include programs that have the most immediate impact on preventing displacement. “[N]eighborhood stabilization and tenant protection policies have the most direct and immediate effect on mitigating displacement”¹¹ – this includes a strong local rent stabilization program, including for mobilehome parks. Therefore, as explained below, we urge the City to include such a program in its anti-displacement programs. Given the City’s indication that it will create neighborhood action plans in neighborhoods that are susceptible to gentrification, like Little Manila, this is a critical AFFH issue.

C. Legacy of Redlining, Segregation, and Urban Renewal: RECAPS and RCAAs

The discriminatory impacts of Stockton’s past redlining endure to this day as well. Redlining is the term for the process that spatially segregated the affluent white population from the predominantly Black and “economically disinvested”. The zones were categorized by a color scale, and Green indicated the most affluent and white neighborhoods. While Red, represented the non-white areas. Comparing the 1930s Home Owner’s Loan Corporation redlining map to today’s demographic makeup proves this segregation persists in modern-day Stockton. The map on the right displays the original Redlining zones within modern-day Stockton boundaries.

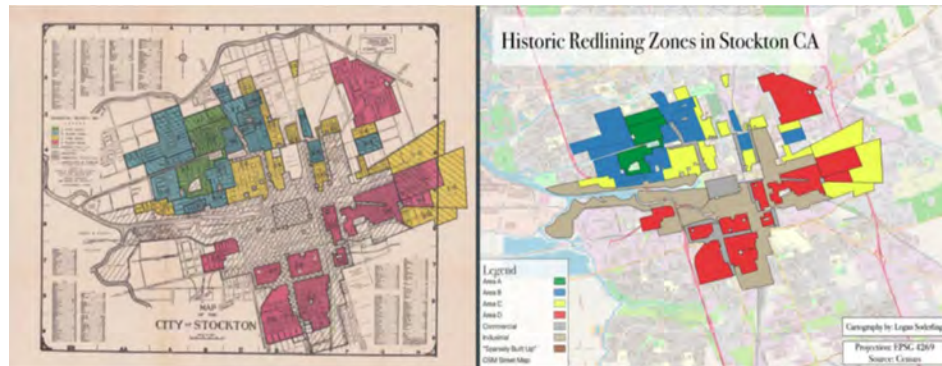


Figure 2¹²

¹¹ *Id.*

¹² Stockton 6th Cycle Housing Element, UC Berkeley, prepared by Bailey Schweitzer, Weiyang Tang, Joann Martinez (Dec. 2022).

Commented [MD8]: Housing Analysis and interviews with the development community have indicated that the housing market (rental/sales) in Stockton does not have the capacity to absorb significant fee increases or significant losses in revenue that would impact the net operating income (NOI). While the Housing Element policy has been revised to direct staff to continue to explore financial assistance (upfront and ongoing cost), topics like rent stabilization will need to be explored in more detail with additional market research and outreach.

According to AFFH mapping tools by HUD and HCD we see that segregation still exists and has affected housing policies. (See Figure 3).

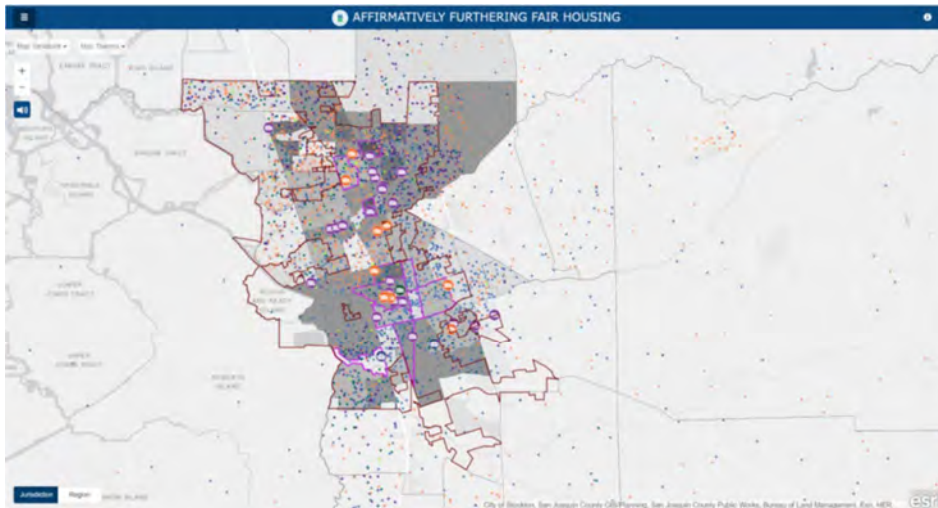


Figure 3¹³

For example, decision makers built a freeway through the Filipino Neighborhood of Little Manila in Downtown Stockton, destroying family homes, businesses, community centers, and much more. Redlining has also excluded many communities of color from homeownership; now over 77% of extremely low income households in San Joaquin County pay over half of their income on rent¹⁴. We also know that renters of color face the highest rates of cost burden in San Joaquin County¹⁵. While the City notes that it will work with the housing authority to market vouchers in higher resourced areas, that is not enough to create authentic housing choice. The City should consult with community members to understand better their barriers to housing choice. Further, we understand the Stockton hired consultants to conduct an inclusionary zoning ordinance feasibility analysis, however the results are not included in the current Draft, other than a conclusory statement that such a program is not feasible. The City should at minimum explain why such an ordinance is not feasible in its AFH. **The City must also consider how to incentivize affordable housing in RCAAs while also ensuring**

Commented [GU9]: Programs 6, 10, 12, 13, 15, 24 and 25 in in the Policy Document address RCAAs

¹³ *Id.*

¹⁴ California Housing Partnership, [Housing Need Dashboard](#), (May 2023).

¹⁵ *Id.*

that deed-restricted affordable housing will be prioritized in RE/CAPs that are sensitive to displacement risk. The sites inventory does not currently reflect that.

The City also must address how its existing policies contribute to segregation in its Assessment of Fair Housing. For example, it must analyze how the City's policies toward the unhoused (e.g. towing policies, shelter zoning, etc.) exacerbate segregation. A report completed by students at U.C. Berkley and attached here as exhibit A, highlights the historical segregation patterns of Stockton. Unsurprisingly, the majority of unhoused persons in Stockton are Black and Latinx and continue to exist in the segregated areas of Southern Stockton, whether in shelters, the health and human services system, or in the encampments scattered throughout the City's proposed majority RHNA sites.

The Housing Needs Analysis demonstrates that existing low-income renters are living in rent-burdened, overcrowded, and substandard conditions. Indeed, the overwhelming majority of households with the lowest incomes are severely rent-burdened. We encourage the City to account for this disparity when accounting for housing needs. Additionally, when considering resources, the City should identify ones that can be feasibly used. While working with the County housing authority's Section 8 Housing Choice Voucher program is a laudable undertaking, it is unclear how residents could, once they make it to the top of the lengthy waitlist, obtain housing in the City given the already significant overcrowding and unavailability of appropriately sized units. Market rate housing is clearly not meeting the needs of the City's lowest income households, the overwhelming majority of whom are renters.

3. Site Inventory

AB 686 modified Housing Element Law such that a jurisdiction's Assessment of Fair Housing (e.g. segregation & integration, R/ECAP, etc.) should inform the identification of sites in a manner that AFFH. The site identification requirement must assess whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns. Do they transform racially and ethnically concentrated areas of poverty into areas of opportunity?

Stockton's sites inventory is predominantly located in South Stockton. Per SB6 and AB2011, Stockton should consider doing a more in depth review of failing commercial corridors in high resource areas, rather than in places like South Stockton. Comparing the sites inventory to CalEnviroScreen 4.0 indicates

Commented [MD10]: The City would like to know more about what policies contributed to segregation. The Housing Element requires analysis of the existing General Plan and zoning policy and standards that impact housing in the City. City staff is unaware of any existing policy that results in segregation or increases in unhoused populations.

Commented [GU11]: State required analysis of where and how emergency shelters are allowed in the City's Development code is included in the Potential Housing Constraints section.

Commented [MD12]: City staff will rely on guidance from the state on how to analyze sites to address the RHNA and compliance with under SB 6 and AB 2011.

In addition, City staff is proposing a revision to the Housing Element that would result in a Development Code update to include performance measures for potential housing within AFFH-designated sites to include enhanced design and building materials before construction to help mitigate any surrounding environmental impacts.

that most of the selected sites are located in the heavily polluted downtown and south of downtown. (See Figure 4).

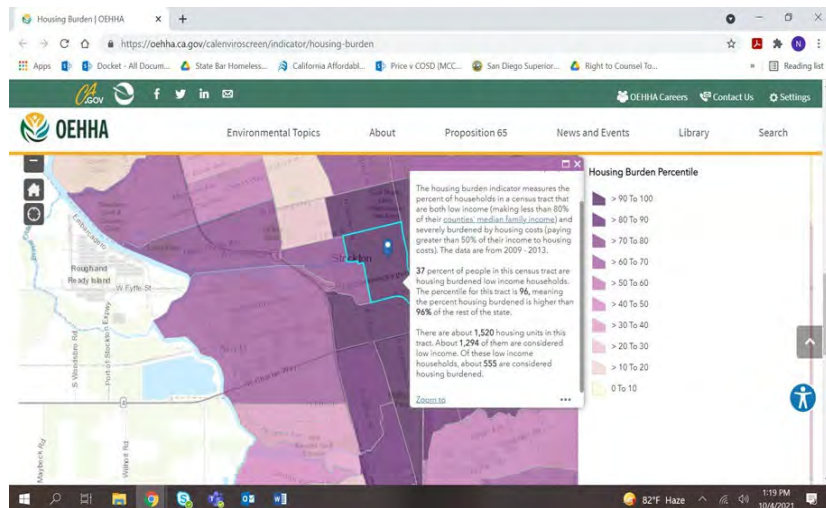


Figure 4: “The housing burden indicator measures the percent of households in the census tract that are both low income (making less than 80% of their counties’ median family income) and severely burdened by housing costs (paying greater than 50% of their income to housing costs)...The percentile for this tract is 96, meaning the percent housing burdened is higher than 96% of the rest of the state.”

DRC is concerned by the overlap between some of the largest selected parcels and clean-up sites. For instance, the site consisting of parcels 14523013 and 14523012 appear to be the largest selected at just under 40 acres, yet any residential development there would require brownfield mitigation. We commend Stockton for using EPA Brownfield Assessment Grant funds to assess how the city can revitalize current brownfield sites in the city’s downtown waterfront. However, the aforementioned parcels are not one such site.

According to the EPA, long-term stewardship of former brownfield sites is costly, and the costs of remediation are unknown prior to a site assessment. This means that building housing atop brownfield sites might be financially unviable without a local financial contribution for brownfield clean-up. If Stockton chooses to include numerous brownfield sites in its RHNA inventory, it must be able to

Commented [MD13]: While City staff has recently worked with the owner to rezone the site from medium density housing to commercial general which could allow more commercial and high density residential options, the site will be removed from being calculated towards meeting RHNA. This is due to owner interest to explore other commercial uses in the near term.

justify that these sites can be cleaned within the eight-year housing element cycle. Otherwise, the city should exclude these sites from their inventory.

The above 40-acre site also contends with significant air pollutants as it is surrounded by multiple highways, a highway interchange, and abuts a rail line. Therefore, even if a brownfield clean-up is conducted, we believe Stockton should avoid encouraging residential development there. More importantly, surrounding areas are often polluted brownfield sites. So, although residents may not be breathing in toxins from the parcel their apartment is on, they may suffer from pollutants on adjacent sites. As such, focusing affordable housing construction on brownfield sites would be a violation of both AFFH and SB 1000 Environmental Justice Element requirements. Given this, we ask Stockton to avoid heavily relying on brownfield sites to meet Stockton's low income RHNA allocation, without having a plan for remediation in place.

Commented [MD14]: None of the sites listed for RHNA compliance are official brownfield or super fund sites. The city acknowledges some analysis may be required as part of the construction review process; however as the sites allow housing by-right, it is reasonable to assume remediation and construction will be achieved within the 8-year cycle. Staff will coordinate this with the State as part of their review.

Further, Disability Rights California participated in a site tour of roughly 25 sites in South Stockton on April 12, 2023 to verify this analysis. Consistent across all 25 sites were the proximity to industrial businesses, lack of transportation, lack of grocery stores, closeness to the I5 and 4 freeways i.e. concerns for pollution, and in some areas, lack of sidewalks and proper lighting. Disability Rights California has talked to community members with disabilities and learned how the lack of sidewalks and proper lighting can prevent neighborhood access and access to opportunity, especially when an extremely limited access to food, goods, and services in the area already exists.

4. Identification & Prioritization of Contributing Factors

The housing element must identify and prioritize significant contributing factors to segregation, R/ECAPS, opportunity access, & disproportionate housing needs. A Fair housing contributing factor is a factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. Contributing factors should be based on all prior AFFH analyses (Outreach, AFH, Site Inventory). Identification and evaluation of contributing factors must: Identify fair housing issues and significant contributing factors; Prioritize contributing factors, giving highest priority to those factors that most limit or deny fair housing choice, access to opportunity, or negatively impact fair housing or civil rights compliance. It must discuss strategic approaches to inform and strongly connect to goals and actions. Goals and actions should stem directly from Contributing Factors. Prioritization is important (4-5 max), and they must be tailored to local conditions.

The City did not complete this portion of the required AFFH analysis. Fair housing contributing factors have been identified by community members. For example, at the May 3, 2020, Stockton Housing Justice Coalition meeting, Stockton residents cited the following: lack of affordable housing for low income residents, low-income people of color segregated to polluted, undesirable locations; widespread housing discrimination on the basis of disability and source of income; lack of transitional housing or other housing opportunities for formerly incarcerated persons; poor quality of existing housing stock; criminalization of the unhoused; and displacement pressures generally. These are all significant contributing factors to segregation, R/ECAPS, opportunity access, and disproportionate housing needs of communities and individuals because of protected characteristics. The City must complete this analysis and prioritization.

Commented [MD15]: City staff is confident that the proposed AFFH analysis complies with State Law. Other groups and factors that could impact housing (i.e., incarceration) could be explored as part of the Housing Action Plan or other housing efforts conducted with the City's regional partners.

5. Goals, Actions/Programs, Metrics and Milestones

While the Draft Element has a broad AFFH program, many of those programs are existing ones, and the City does not lay out metrics and milestones to determine whether its actions are meaningful.

Program 28, "Practices to Affirmatively Further Fair Housing," at H17-H18 of the Draft states that the City will implement the following strategies to affirmatively further fair housing in coordination with the efforts of this action:

- Strategies to facilitate housing mobility/expand affordable housing in high opportunity areas:
 - o Programs 6, 10, 12, 13, 15, 24, 25
- Strategies to reduce or prevent displacement/place-based revitalization strategies:
 - o Programs 4, 7, 9, 14, 16, 19, 20, 21, 22, 29

The Draft further states that the City will continue to support fair housing monitoring and enforcement.

While the Draft includes raw demographic data and points to some of its Housing Element Programs as furthering fair housing, it fails to assess whether individuals have actual housing choice and does not identify how it will measure whether its programs are making a meaningful impact. After completing such an analysis of housing choice, the City can turn to fashioning appropriate goals and programs. We have made comments on those below, including suggested revisions to those in the draft; however, the City should ensure that it explains how the programs it suggests will AFFH will actually do so, and how they are

Commented [MD16]: There are a variety of influences that impact a renter's or homeowner's choice beyond financial ability and market conditions. Many of these are discussed in the housing element, but City staff is not sure what "actual housing choice" is alluding to. While Staff is confident the choices described in the draft housing element are consistent with state law, we welcome the chance to elaborate with the DRC further as part of the housing action and neighborhood action plans currently in progress.

connected to the assessment of fair housing. From there, the City must also that include concrete milestones and metrics to evaluate the progress on the programs and fair housing results – otherwise, how will the City know that its programs are meaningfully affirmatively furthering fair housing?

Also, individuals who are chronically homeless, by definition, have a disability; the draft element fails to consider this intersection of needs. Please see below for more comments regarding the City's Homeless Programs.

II. Housing Needs Assessment for People with Special Needs § 65583(a)(7)

The City fails to adequately quantify and analyze the housing needs of people with disabilities. Gov. Code § 65583(a)(7) requires "An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter."

While the Draft includes a breakdown of the percentage of people with different types of disabilities was provided via U.S. Census data, the census data breaks down disability into only four categories for hearing, vision, independent living, and cognitive. Different types of disabilities require different types of accommodations and modifications in housing, and the residents of the City of Stockton have various combinations of disability, all with their own unique combination of resultant functional limitations possibly needing housing accommodations. Without planning explicitly for accessibility of all kinds, disabled Stocktonians will not have adequate homes to live in. This Draft does not do so and therefore fails to account for every economic segment of the community and is contrary to the duty to AFFH.

The City spends a fair amount of effort discussing people with Intellectual and Developmental Disabilities, which DRC appreciates. The City's Draft also states that "according to the California Department of Developmental Services, as of April 2022, the Valley Mountain Regional Center served 16,443 residents with developmental disabilities in the region and 5,387 residents in Stockton... A significant number of developmentally disabled Stockton residents receiving services from the Valley Mountain Regional Center lived in group home facilities (10.2 percent of adults). Most developmentally disabled individuals lived "at home" (76.8 percent)."

However, the word "at home" is misleading here as what this truly means is that 76.8% live "at home" with their families. Most of these families include aging

Commented [MD17]: The city has added quantifiable objectives to certain programs. While the city welcomes additional use of existing and new programs, as some of these programs rely on a third party for success (outside funding sources, residential loans for purchase/remodel, etc.) some of the success is contingent on the activity of those third parties. While the proposed policies comply with providing quantifiable objectives, the plan cannot force third parties act upon the quantifiable objectives.

Commented [MD18]: City staff will discuss this with the state for compliance with special housing needs requirements.

Commented [MD19]: The City is confident that the element complies with state law regarding the state-required "special housing needs" and "AFFH" requirements. The City is open to exploring various types of subgroups beyond what is required by state law and the census.

parents from the baby boomer generation with children with I/DD, putting those children at risk of homelessness when their family members pass, as their SSI is not sufficient to afford market rate housing. And because they have been living with family, they will not have any other benefits established. Indeed, the City acknowledges in its Draft that “many persons with disabilities rely solely on Social Security Income, which is insufficient for market rate housing.” Draft at BR-32. A significant portion of this 76.8% of those being served by the Regional Center could live independently, but for any affordable, accessible, safe, inclusive and non-segregated housing options.¹⁶

In addition, per the City’s own data, a rather shocking statistic coming out of U.S. Census shows that in Stockton, among school age children, nearly half (48.6 percent) have a “cognitive impairment.” For persons with disabilities ages 18 to 64 years, 27.4 percent have trouble walking, 23.2 percent have cognitive impairments, and 20.8 percent have difficulty with independent living.

Many people with mental health disabilities require supportive services to maintain stable housing. The City should separately analyze the housing needs of people with mental health disabilities and create programs to specifically address those needs. Those needs include: supportive housing, crisis housing, shared housing, and other innovative housing models. Without addressing this issue, people too often cycle between houselessness and institutionalization.

Further, there is no discussion of the unique needs of Blind residents, or those of Deaf residents.

In addition, the City should recognize that people who are homeless are by definition people with disabilities for their analysis of special populations. Those who are formerly incarcerated face incredible barriers to housing in Stockton as they face criminal background checks for rental housing, credit checks, and a myriad of other barriers. People who are formerly incarcerated are mostly people of color and people with disabilities and Stockton’s Housing Element Draft does not account for the housing needs of this special population. As such, it is also not AFFH.

The Draft states, “[t]he unhoused are a fair housing concern, and it is often difficult to collect informative data that accurately reflects the magnitude of the

Commented [MD20]: The City is confident that the element complies with state law regarding the state-required “special housing needs” and “AFFH” requirements. The City is open to exploring various types of subgroups beyond what is required by state law and the census.

Commented [MD21]: This is included in the proposed element.

Commented [MD22]: The City welcomes the chance to speak with the DRC about how we can provide more services to different population groups. Whether in the Housing Action Plan or other effort.

¹⁶ Two reports attempt to assess the housing needs of people with intellectual/developmental disabilities, despite a dearth of accurate data: <https://scdd.ca.gov/wp-content/uploads/sites/33/2018/12/STATEWIDE-STRATEGIC-FRAMEWORK-FOR-EXPANDING-HOUSING-OPPORTUNITIES-FOR-PEOPLE-WITH-INTELLECTUAL-AND-DEVELOPMENTAL-DISABILITIES-10.16.pdf> and

population at risk, resulting in undercounting.” The data source the City uses is a Point-in-Time count led by the San Joaquin County Community Development Department and the Central Valley Low Income Housing Corporation in late January 2022. The City estimates it has “921 persons without nighttime shelter as of the 2022 Point-in-Time (PIT) Count. The size of shelters in Stockton is based on building and fire code allowances and there is no maximum number of beds.” The City’s analysis is as follows:

Government Code Section 65583(a)(4)(I) requires a minimum of 200 square feet per person to meet the unsheltered need. To address the unsheltered needs of 921 people, this would be a minimum of 184,200 square feet or 4.2 acres. The 21 vacant parcels in the IL, IG, and PF districts range in size from 0.11 to 5.11 acres. Therefore, there are sufficient sites in the city to address the potential need for emergency shelters to accommodate 921 unsheltered persons experiencing homelessness.

However, the total number of homeless people living in the City is admitted to be undercounted. According to Community Based Organizations working with homeless in the many encampments in Stockton, the number is closer to 5,000 people who may need emergency shelter on any given night. Additionally, Stocktonians experienced extreme flooding and heat waves in 2022 which have resulted in increased homelessness. The City states in the draft that “[w]hile the results suggest there has been an increase in the number of unsheltered homeless, the increase may also be a result of a more complete and rigorous unsheltered count.” However, DRC participated in the 2022 Point-in-Time Count and observed various issues with the City’s methodology for counting people experiencing homelessness in the City. The City chose to allot only one day to conduct a PIT count for Stockton—the largest city in San Joaquin County, and conducted the entire count for approximately no more than six hours total. Further, even if a person had no home or a regular place to sleep, the City instructed volunteers not to count someone as experiencing homelessness if they had not slept on the street the night before the PIT count. This approach and methodology surely resulted in a low count. Inaccurate counts of those experiencing homelessness stand to hamper the City’s efforts to end homelessness and likely decrease the ability to get appropriate funding from state, federal, and philanthropic sources. Data from, for example, the school district, could help supplement the PIT data to create a fuller picture of the number of unhoused in Stockton.

Commented [MD23]: These numbers are based on local projections provided by our regional partners. The city will continue to monitor these counts as they are updated by our qualified providers.

Commented [MD24]: The City will continue to explore the best practices for homeless counts and funding options.

The City must also make diligent efforts to evaluate the level to which its shelters and transitional housing present barriers for people with disabilities. For instance, many people with disabilities cannot access housing without reasonable accommodations (e.g. emotional support animals or other policy changes to strict rules) or reasonable modifications (e.g. grab bars installed or other physical accessibility changes). In our outreach to unhoused community members, we have encountered many who cannot access congregate settings like shelters or transitional housing in Stockton due to lack of accommodations for their disability, or because a shelter environment just cannot work for them (e.g. people with significant mental health conditions, or people with autoimmune diseases).

In our work, we often hear from municipalities that they have put policies in place to account for the needs of people with disabilities, and that they expect their contractors and employees to follow those policies and the relevant laws. However, in our experience, such an approach is not enough to actively prevent harm to people with disabilities. There must be a proactive and continued effort made to assess barriers, implement a plan to address identified barriers, and ongoing training and technical assistance. Without these additional steps, we have found that many people with disabilities will continue to be locked out of suitable shelter and/or housing opportunities, thus continuing the homelessness cycle. The difficult truth is that for some people, living on the streets feels better for them and their disabilities than residing in a shelter or transitional housing environment. The shared goal for us all is to ensure that people are not made to feel this way. And, lastly, the City's numbers must include people who are not technically homeless, but who cycle through homelessness and institutions regularly, such as those with mental health disabilities, and formerly incarcerated populations.

III. Programs

Overall, DRC is pleased with the City's goals to create more housing for all income levels and for special populations. However, the quantified objectives articulated for each program do not match the actual needs according to the City's own analysis and data. As an overall comment, policies refer to a Housing Action Plan (e.g. Goal HE-1 and Policy HE1.13, Program), but the policies guiding that plan are not incorporated into this Housing Element, and should be included in the Draft to ensure that they are consistent.

Commented [MD25]: City staff agrees that the Housing Element must be consistent with the Housing Action Plan and the Neighborhood Action Plans in progress; however, the action plans are implementing tools that will make additional recommendations for action beyond what is required as part of the housing element. The Housing Element Goals, Policies, and Programs have been revised to reflect this consistency and be the foundation for future recommendations discussed in action plans.

A. Program 15. Development Code Revisions

Currently the zoning code defines supportive housing in Municipal Code section 16.240.020 and indicates that it is a permitted use by right in special purposes or commercial zones. The zoning code must be amended to allow supportive housing by right in all zones where multi-family and mixed uses are permitted. Government Code section 65583(c)(3). This is in addition to the requirement that transitional housing and supportive housing shall be considered a residential use subject only to the same restrictions that apply to other residential units of the same type in the same zone. *Id.*

Commented [GU26]: City is already in compliance with this law. This is discussed in the Potential Housing Constraints section.

B. Program 21. Code Enforcement Program

This program states the City shall continue to inspect housing units in “targeted areas” to check for building code violations. In situations where properties cannot be rehabilitated, the City will “continue to enforce the removal and replacement of substandard units.” Here, 2,000 units annually is the quantifiable objective and completed via the “Police Department: Neighborhood Services Division”, which houses code enforcement. DRC actively engages in frequent, ongoing conversations with Stocktonians who are unhoused, renting, people of color, and people with disabilities. Conditions of the current housing stock in Stockton are a major concern.

To better address this major concern, we recommend that the City commit to moving from a complaint-based code enforcement system to a proactive one, and one that includes tenant protections to prevent displacement (see displacement discussion above). This could include creating a rent escrow account program as well as engaging in proactive inspection. We can provide sample programs if needed.

Concerningly, Policy 4.4, which cross-references Program 21, states that the City will continue to implement a Crime Free Multi-Family Housing Program. HCD’s AB 686 Guidance explicitly recognizes such programs as barriers to AFFH. Such programs most often serve to discriminate against Black and Latinx households, disabled people, and domestic violence survivors.¹⁷ The City should identify this program as a barrier to AFFH and create a program to remove it. Similarly, given the barriers to reentry faced by people leaving institutions

Commented [MD27]: The City will coordinate with the State to assess if the program is a barrier under current housing law.

¹⁷ See Liam Dillon, Ben Poston, Julia Barrajas, Black and Latino renters face eviction, exclusion amid police crackdowns in California, Los Angeles Times, November 19, 2020, available at <https://www.latimes.com/homeless-housing/story/2020-11-19/california-housing-policies-hurt-black-latino-renters>; See also, e.g. Alisha Jarwala & Sejal Singh, When Disability is a “Nuisance”: How Chronic Nuisance Ordinances Push Residents with Disabilities Out of Their Homes, Harvard Civil Rights-Civil Liberties Law Review, Vol. 54, Page 875, available at <https://harvardcrcl.org/wp-content/uploads/sites/10/2019/07/54.2-Jarwala-Singh.pdf>

including jail and prison, Code Enforcement should not be housed in the City's Police Department, so as to ensure that residents can work proactively with Code Enforcement.

C. Program 24. Continue to Assist the Disabled in Community Development Block Grant Project Areas.

DRC is pleased with Program 24: The City shall continue to include special provisions for housing the disabled in CDBG project areas, including mobility grants for homes (e.g., Emergency Repair Program) and accessibility features for 120 low-income individuals and households in Stockton, including rental units for owners of 4 or fewer rental units. Will the program be available to renters? If not, the City should identify funds to expand the program to renters who need modifications to make their unit accessible. This would also allow older adults to age in place.

D. Program 25. Universal Design

We support the City's Program 25, but note that while universal housing design is an important, the Housing Element should be clear that universal design is not synonymous with full accessibility; the needs, goals, and programs should clarify that the City will encourage both. The City should inventory the amount of its housing stock that is accessible and affordable to people with vision and/or mobility impairments. If the City cannot track these, it should include a program to monitor and track such units, and to make such information available to the public. The City should also make its list of affordable units available to the public. As part of this program, the City should include enforcement of existing accessibility standards. Local governments can affirmatively further fair housing by ensuring that Code Enforcement staff understand accessibility standards and are enforcing those laws.

Commented [MD28]: City staff is working on conducting a housing condition survey and monitoring the housing capacity sites but is not sure how a list like this would be implemented as there are a variety of factors that go into a residential unit being deemed ADA accessible in general. More feedback from groups like the DRC is needed for future discussion.

E. Program 27. Addressing the Needs of Those with Disabilities

As outlined above, Stockton is home to a large number of people with disabilities, including low-income people of color with disabilities. However, the City's programs address only a small portion of their housing needs. After the City identifies the needs of people with mental health and sensory disabilities, in addition to mobility and I/DD, it should include specific information on how to address their needs in this program.

a. Intellectual/Developmental Disabilities

The City says it will continue to work with the Valley Mountain Regional Center to implement an outreach program that informs families in the city about housing and services available for persons with developmental disabilities. However, the “quantified objectives” for this program are described as “N/A.” Draft pg. HE-17. This is unacceptable. Senate Bill 812 mandates a discussion of potential housing resources for people with I/DD and this is absent from the Draft.

People living with a developmental disability can live in various types of housing, and often face a lack of truly integrated, community-based options. Such options include:

- Rent-subsidized affordable housing, with services if necessary, accessible, close to transit and community¹⁸
- Section 8 Apartment/Housing Choice Voucher with housing navigation supports. Few regional centers contract with housing navigators – but people with specialized training to help place individuals in housing can be critical.

The City should also ensure that the Housing Authority is complying with the obligation to exclude IHSS income of family members serving as caregivers when it calculates household income. Overall, individuals with I/DD should have choice to live in the most integrated, non-segregated settings possible. Only when absolutely necessary, the following may also be appropriate: Licensed and unlicensed Single Family homes, modified, of 3-5 bedrooms, or housing specially modified for the Medically Fragile (SB 962 Homes)

b. Reasonable Accommodation Ordinance

We appreciate that the City will amend Chapter 16.214 of its Municipal Code, pertaining to reasonable accommodations. We support that Program 27 proposes to remove two of the findings that are part of the City’s Reasonable Accommodation approval process for consistency with State law: (1) whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures, and (2) whether alternative reasonable accommodations could provide an equivalent level of benefit. DRC would like to state this change should be made immediately. However, additional changes are needed to bring the ordinance into compliance with state law. We urge the program include a commitment to make the following changes:

Commented [GU29]: This information has been used to update the section on those with Developmental Disabilities in the Existing Needs Assessment section.

Commented [GU30]: These items have been added to Program 27 in the Policy Document

¹⁸ For an example of integrated, disability-forward housing models for people with I/DD, see <https://thekelsey.org/>.

- Section 16.214.030 Definitions: “Individual with a disability” means any person who has a medical condition, physical disability, or mental disability that substantially limits one (1) or more of the person’s major life activities, as those terms are defined in the Acts.” The City’s definition here aligns with the federal, but not the state definition of disability. To comply with Government Code § Gov. Code §12926.1(c), the City must strike the word “substantially”. The City should also include complete definition of disability: The Act protects any of the following: an individual with a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having any such impairment; or anyone who has a record of having such an impairment. Individuals in recovery from drug or alcohol abuse are protected by federal and state fair housing laws. However, individuals currently using illegal substances are not protected under the law, unless they have a separate disability.
- The protections afforded people with disabilities under federal and state fair housing laws extend to those who are associated with them, including providers and developers of housing for people with disabilities.
- Section 16.214.060 Application Filing: A provision should be made to ensure confidentiality of the person with a disability’s contact and medical information. Further, this section should make clear that not only may a person with a disability file an application, but also an organization serving people with disabilities (e.g. sober living homes, transitional or supportive housing for people with disabilities, etc.)
- Section 16.214.070 Review and Processing: Reasonable accommodation requests do not require that the City notify neighbors of the request. Such notification will in most circumstances, invade the applicant’s privacy rights, or possibly result in discriminatory or not-in-my-backyard behavior. This requirement should be removed, both to ensure meaningful access to the City’s land use and zoning programs under the ADA and to affirmatively further fair housing under AB 686 and the Fair Housing Act.
- Section 16.214.080 Findings and Decision: We recommend that the City add a clause making clear that if the request is denied because it would impose an undue financial and administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director or their designee must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.

Commented [MD31]: As indicated in the proposed programs, updates to the reasonable accommodations standards are already underway and are anticipated to be completed with the development code update in early 2024.

- Section 16.214.090 Appeals: We recommend that appeals are directed to the City Manager in consultation with the ADA Coordinator, in order to ensure confidentiality.

F. Program 23. Continue to Support Organizations Assisting Homeless Persons

Program 23 seeks to increase shelter and transitional facilities and provide short term financial assistance for households at risk of becoming homeless, however, exactly how this would work is not defined. Program 23 states:

“The City shall annually apply for and continue to pursue State and federal funds available to the City, private donations, and volunteer assistance to support homeless shelters. The City shall continue to provide financial assistance from its Emergency Solutions Grant (ESG) funding to homeless service providers and continue to support additional development of shelter facilities *as requested by shelter providers*. In addition, the City shall review the need for additional shelter facilities and services when it updates its Consolidated Plan.” [emphasis added]

First, under the Housing Element, the City must plan for all economic segments of the community and that includes those with little to zero income; it includes homeless people. So, to say the City will “support” additional development of shelter facilities, but only “as requested by shelter providers,” is not a proper metric to AFFH or substantiate a meaningful program to address the actual needs findings. Further, in order to end homelessness, emergency shelters and even transitional housing cannot continue to be the City’s primary mode of addressing the issue.

Under Program 23, the City aims to assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. As part of this, the City will increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. DRC opposes increasing the use of institutional-type settings to house people, which often includes board and cares. Through our role as the state’s Protection and Advocacy agency, we hear about such institutional conditions from clients and stakeholders. Housing options should be community-based, allow for freedom to come and go, and not have onerous rules.

G. Additional Program Recommendations

As explained above, the City's AFFH analysis indicates that programs are needed in the following areas: tenant protections to mitigate displacement, environmental justice, and programs to increase opportunities to preserve affordability via innovating community ownership models.

The City's Housing Element programs do not address tenant protections – which are critical to ensuring that existing residents can continue to live in their homes. Moreover, community members have identified such protections as a major issue. For example, the Stockton Housing Justice Coalition held an event on May 3, 2020 in which a tenant bill of rights, right to counsel, strong just cause protections, and universal income for renters were indicated as needed policies. Further, ending tenant harassment and discrimination as well as rent stabilization policies are also critical to mitigating displacement. We urge the City to include a tenant protection program committing to the creation of such policies.

With regard to environmental justice, the City should both ensure a dispersal of sites so that neighborhoods with the highest pollution burdens are not the location of most future building, while also creating a remediation program to seek funding for site remediation. The City should also include EJ policies that specifically address the needs of the elderly, people with disabilities, and people with chronic respiratory conditions including establishing a program to distribute air conditioning to these vulnerable populations. For example, the City could identify sources of funds that prioritize elderly residents and residents with disabilities access to in-home HEPA air filters at little or no costs. Furthermore, the City should explore an EJ policy, similar to Los Angeles County's Green Zones Ordinance, to create air pollution buffers to prevent the future zoning of residences, schools, childcare facilities, elderly care facilities, parks, and health care facilities away from heavy industrial areas.

In addition to these recommendations, community members have identified others that the City should consider. For example, at the May 3, 2020, Stockton Housing Justice Coalition community meeting, City residents suggested: a renters' right to counsel; adoption of a tenants' bill of rights; repurposing vacant buildings, e.g., those downtown, for affordable housing; the City's acquisition of land for development of lower income housing; extending just cause eviction protections to single family homes; and universal basic income for renters. These are all appropriate and valid program considerations for the housing element that would also affirmatively further fair housing.

Commented [MD32]: The City will explore additional performance standards with the Development Code update in 2023.

Commented [GU33]: Revisions have been made to Program 28 in the Policy Document to address this comment

Increasingly, jurisdictions are creating programs to preserve affordability through community-based models such as promoting community land trusts, developing tenant opportunity to purchase ordinances, and land banking. We urge Stockton to do the same in order to create long-term community-led affordability.

IV. Conclusion

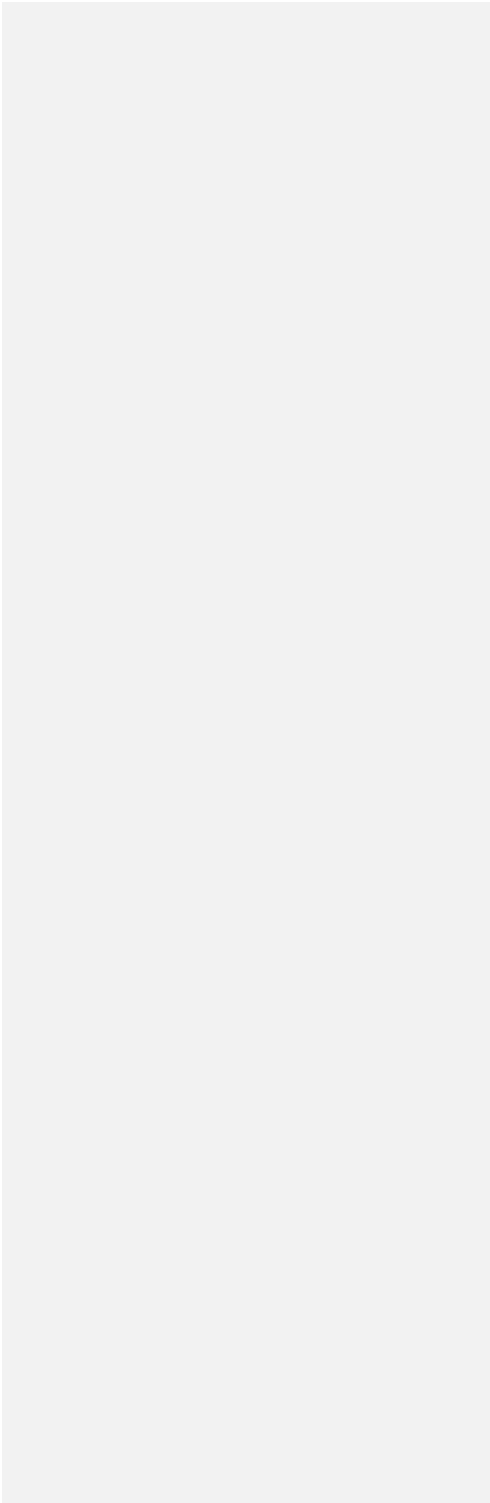
DRC submits these initial comments and recommendations, but plans to supplement these in the coming weeks. Please reach out to DRC at (619)814-8501 if we can be of any assistance as the Planning Department considers these recommendations and comments.

Thanks,

A handwritten signature in blue ink, appearing to read "Nichole Mendoza".

Nichole Mendoza
Senior Attorney
Civil Rights Practice Group
Disability Rights California

Attachment A



Stockton 6th Cycle Housing Element

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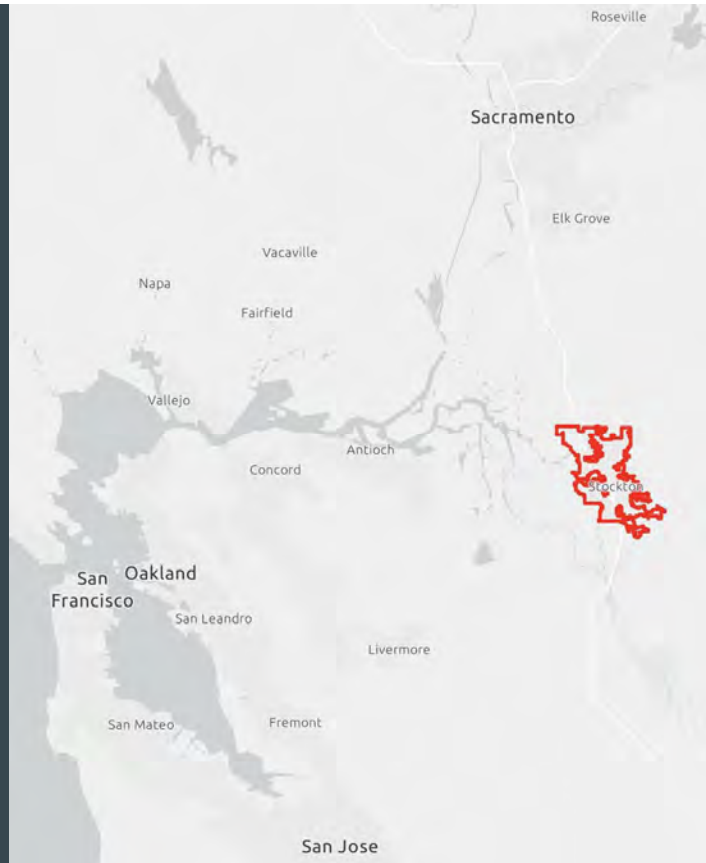
Bailey Schweitzer, Weiyang Tang, Joann Martinez

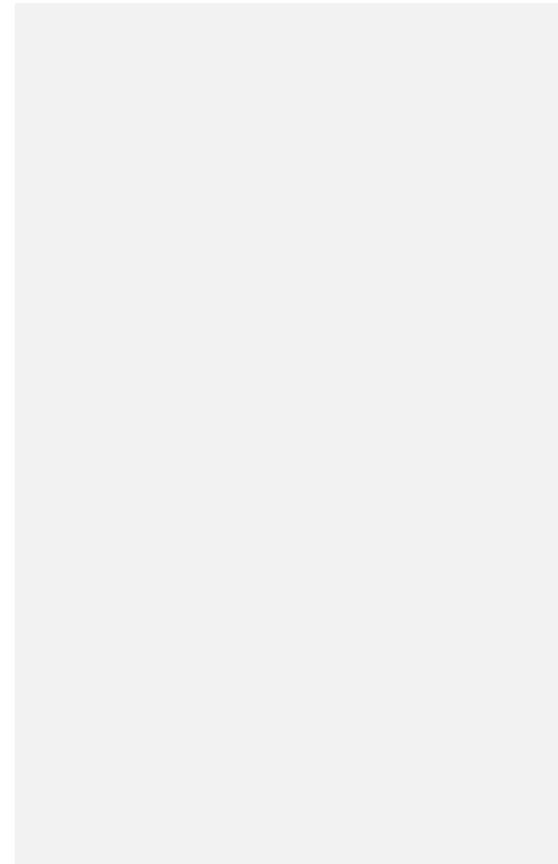
Table of contents

1. Overview of Stockton
2. Stockton's Housing Element Timeline & RHNA Allocation
3. Alleviating Patterns of Racial and Income Segregation
4. Overlapping RHNA Inventory and Polluted Neighborhoods
5. Commercial Zoning
6. Summary
7. Recommendations

Overview of Stockton, CA

- Medium-sized city of 322,000
- Located in the Central Valley, 80mi east of Berkeley
- Racially diverse - plurality Latinx
- Median HH income of \$58,393

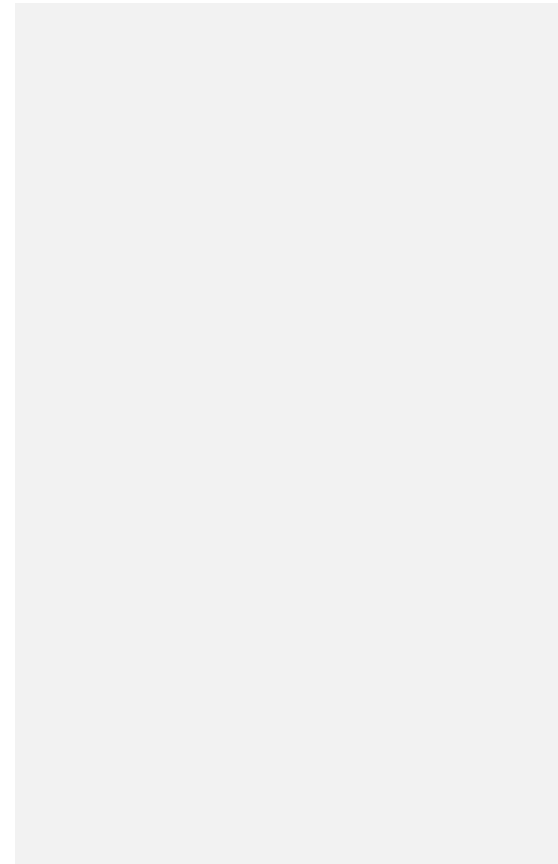




Housing Market Conditions

- 50% owner-occupied
- 72% single family
- Despite a significantly more affordable housing market than CA, it has similar levels of housing burden





Stockton's 6th Cycle Housing Element Timeline

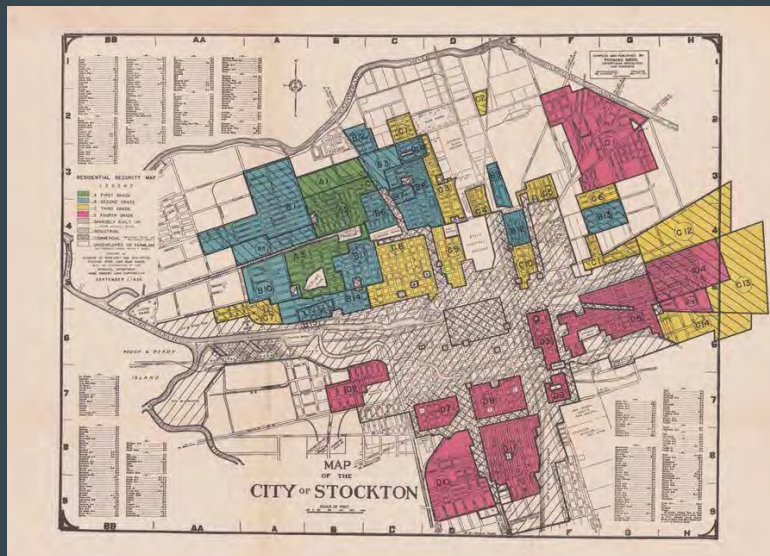
- Stockton's 6th Cycle Housing Element isn't due to HCD until December 2023
- As of December 2022, they released a preliminary map of RHNA sites
- Focused on advising the city on how to create a compliant housing element that affirmatively furthers fair housing per AB 686

Draft Housing Element Sites Inventory

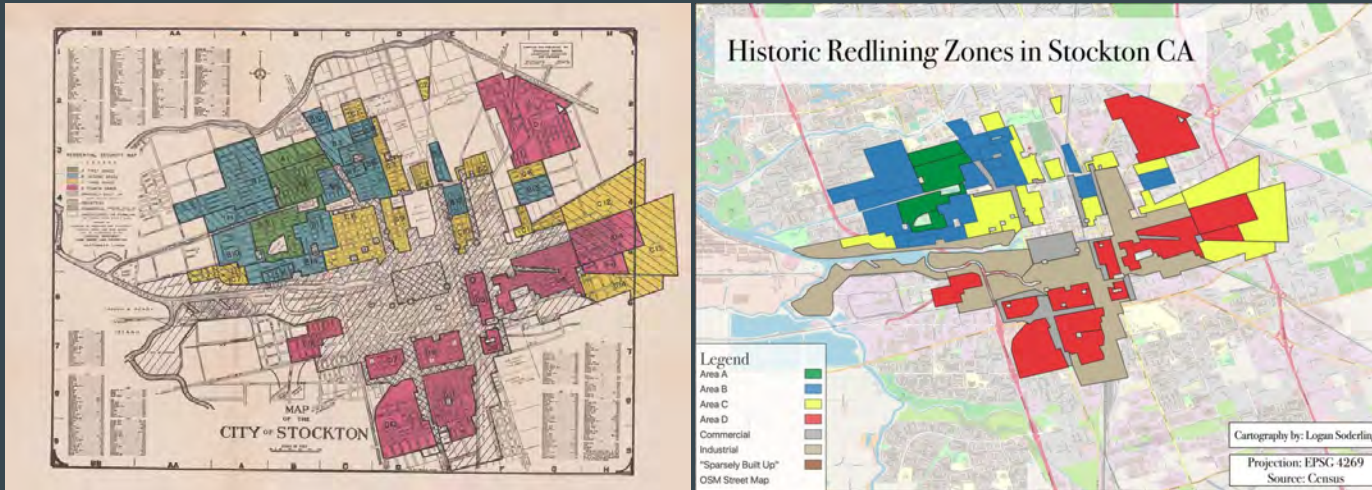
Income Group	RHNA	Entitled Projects	Sites*	Total Capacity	Surplus
Lower Income (<80% AMI)	4,013	0	5,273	5,273	1,260
Moderate Income (81%-120% of Median Income)	2,587	2,050	2,193	4,243	1,656
Above Moderate Income (>120% of Median Income)	6,072	11,620	2,177	13,797	7,725
TOTAL	12,672	13,670	9,643	23,313	10,641

*573 acres

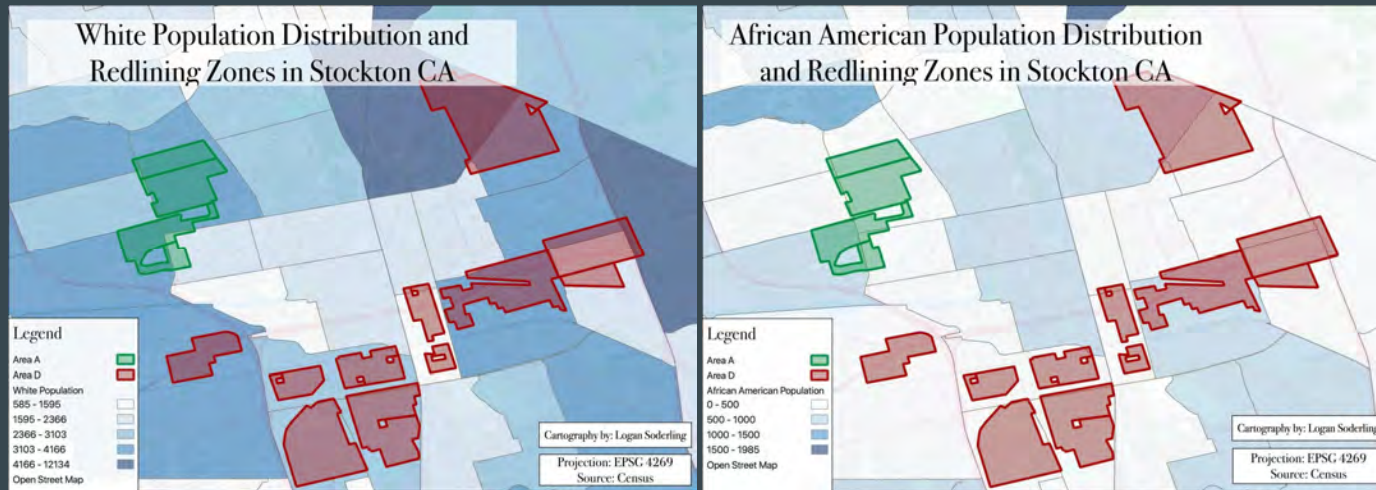
Alleviating Patterns of Racial and Income Segregation



Alleviating Patterns of Racial and Income Segregation



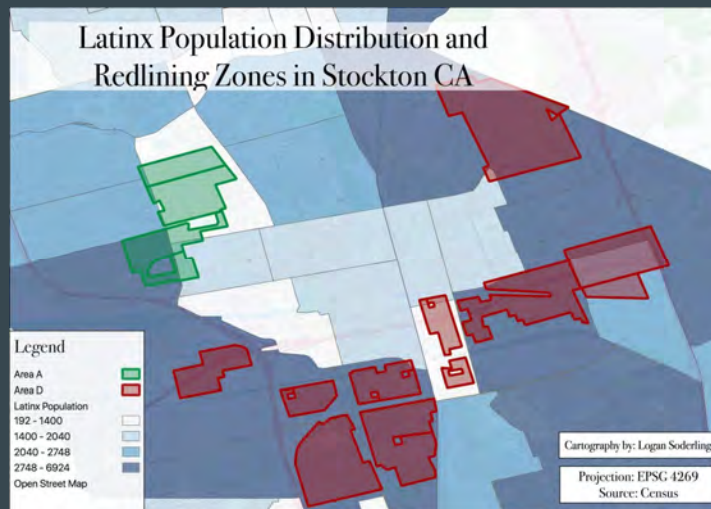
Redlining Archives of California's Exclusionary Spaces:



White Pop. and Redlining

African American Pop. and Redlining

Redlining Archives of California's Exclusionary Spaces:



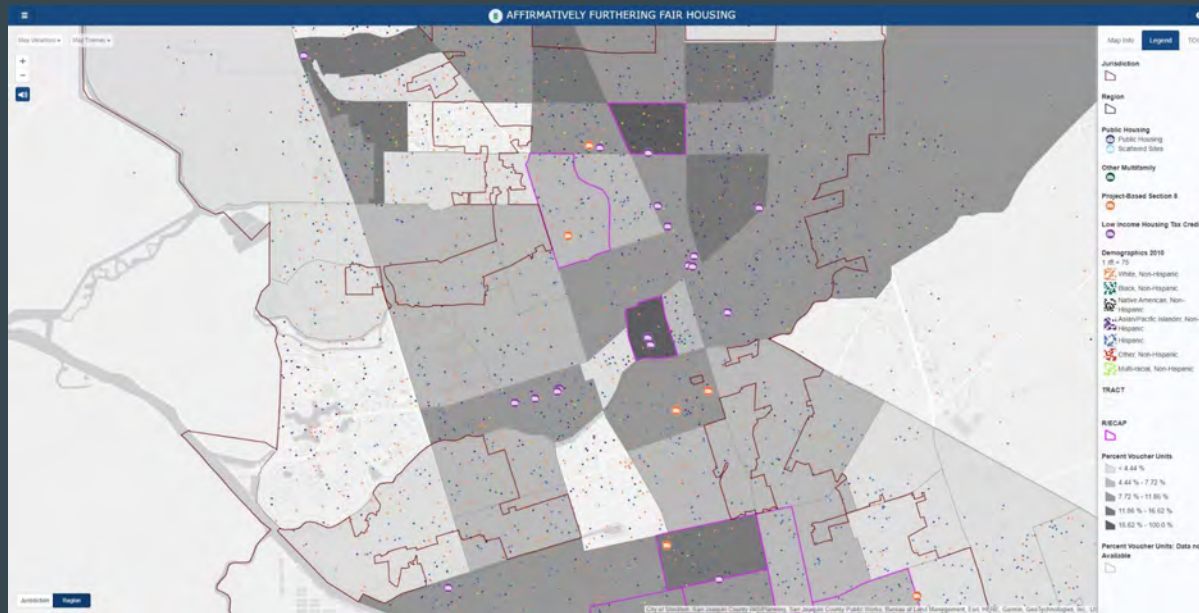
Latino Pop. and Redlining

Redlining Archives of California's Exclusionary Spaces:



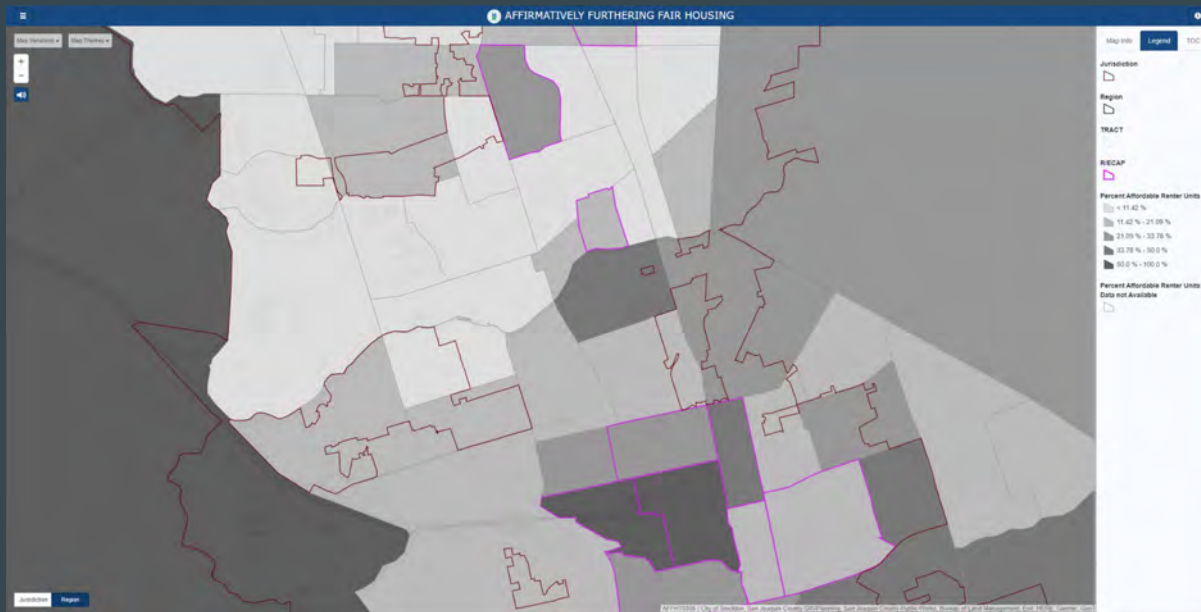
Race Poverty and Redlining

AFFH Data From HUD



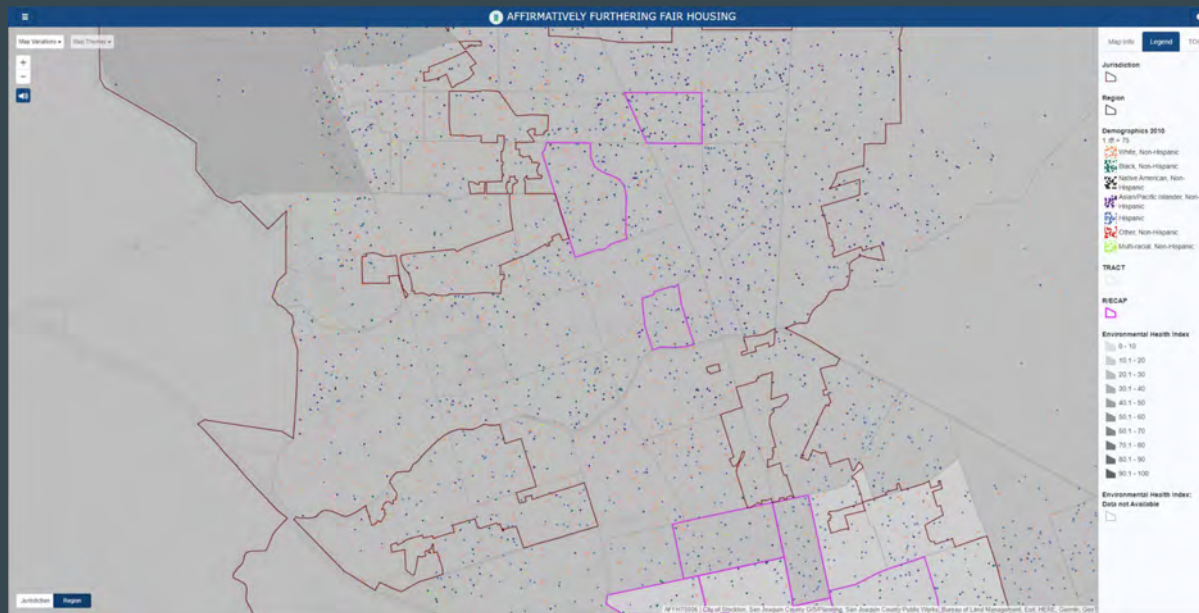
Publicly Supported Housing and Race/Ethnicity

AFFH Data From HUD



Location of Affordable Rental Housing (% Rental Units Affordable to 50% AMI)

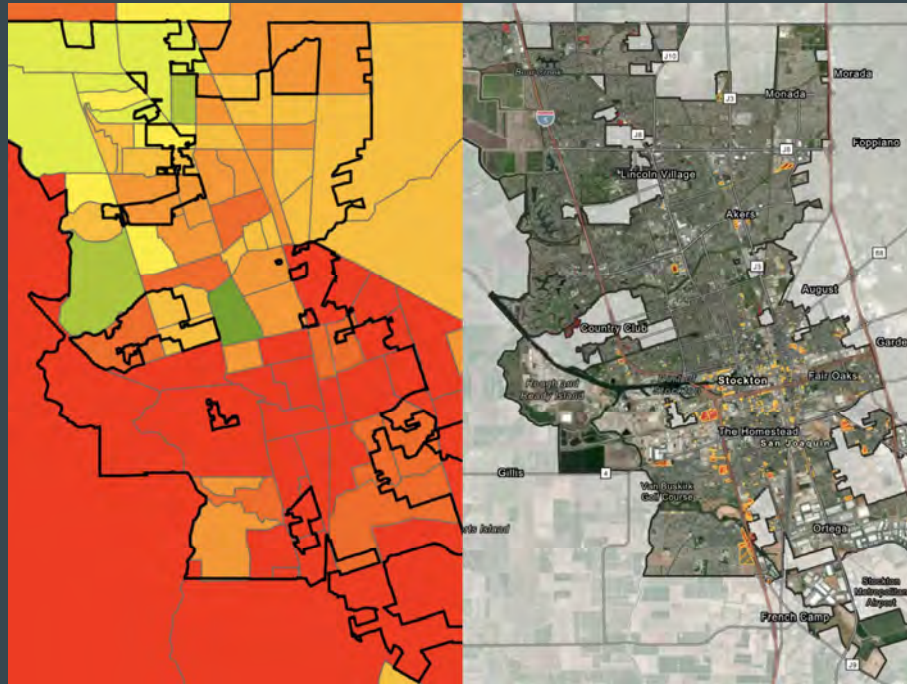
AFFH Data From HUD



Demographics and Environmental Health

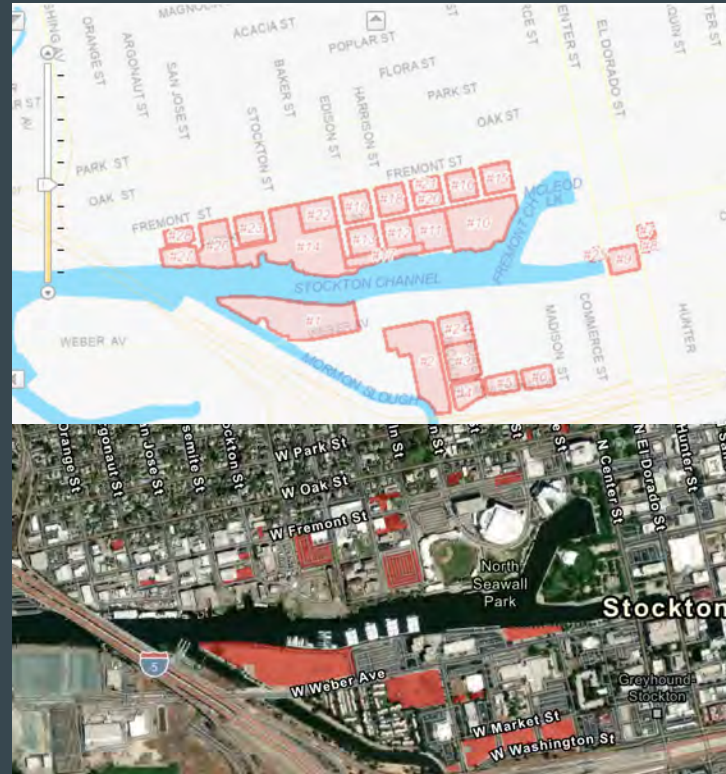
RHNA Site Selection and Polluted Neighborhoods

- Most sites are located in neighborhoods CalEnviroScreen 4.0 considers heavily polluted and highly disadvantaged
- Unclear number of units they expect for selected sites



Stockton Brownfields

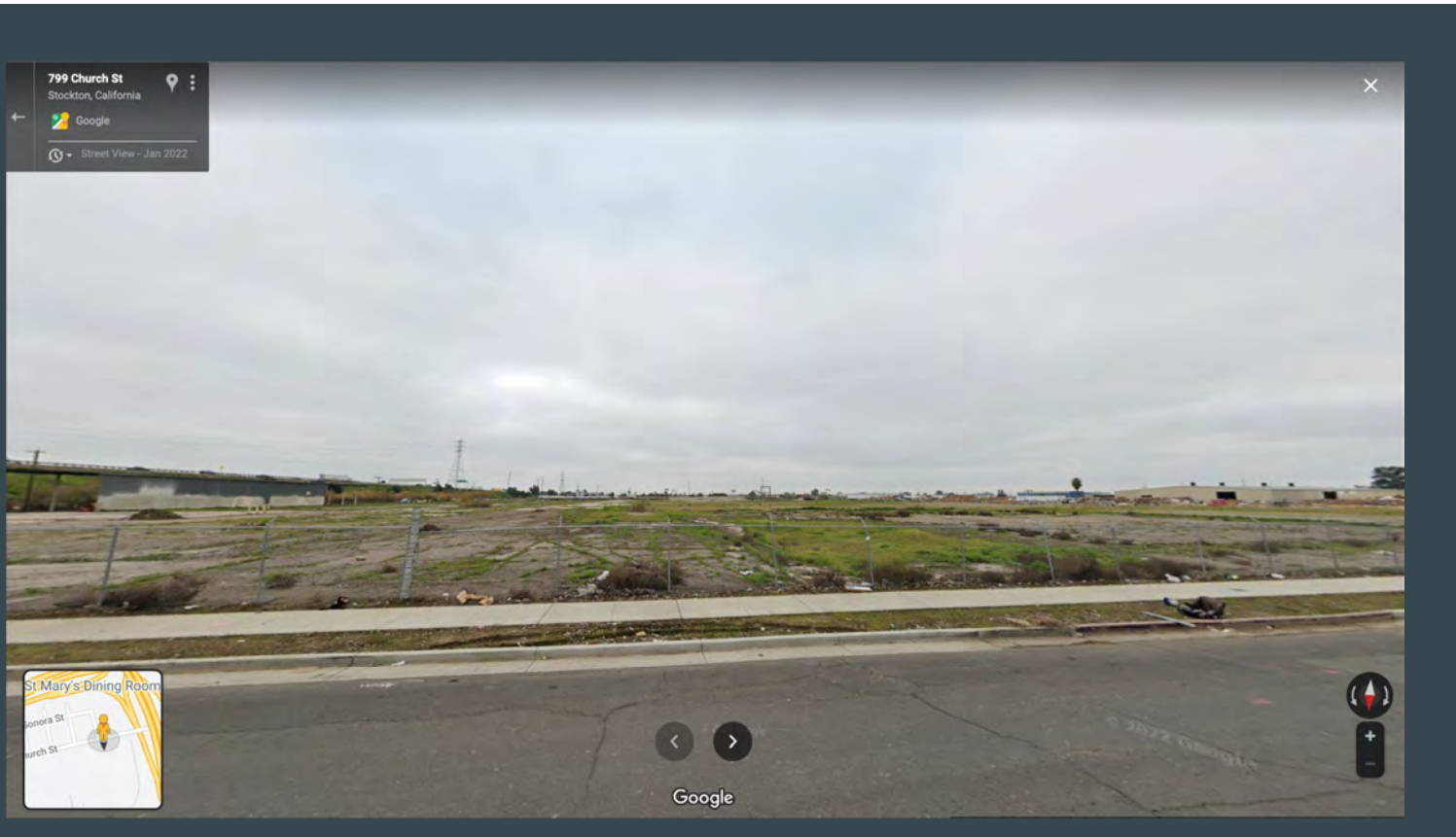
- EPA awarded Stockton a \$600,000 Brownfield Assessment Grant
- City appropriated funds through September 2021
- Conducted an assessment of redeveloping the industrial waterfront
- City is actively recruiting developers
 - Local financial assistance is unclear



Example Site: Overlapping Clean-up and RHNA Inventory Site

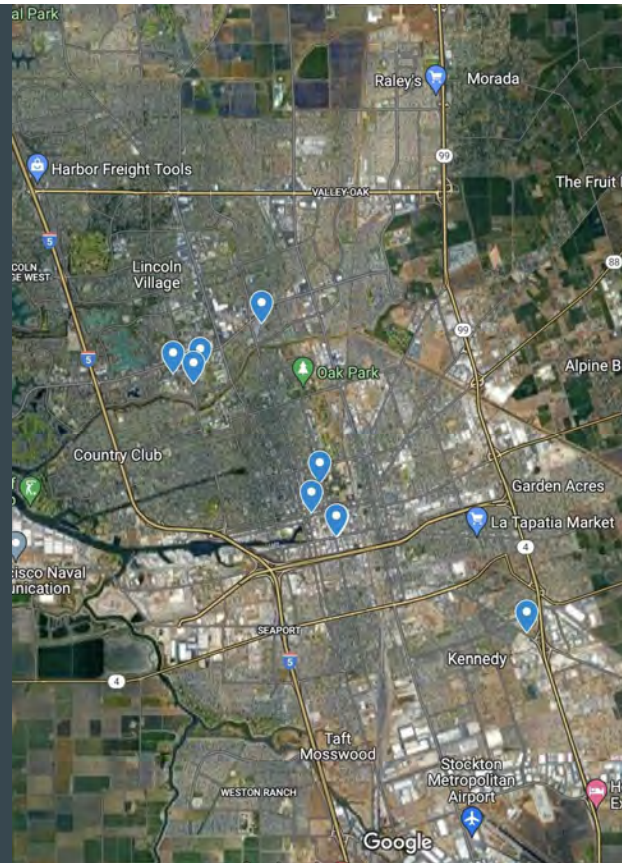
- 39.72 acres
- Overlaps clean-up site
- Surrounded on all sides by highways and rail
- Located adjacent to the I5 and highway 4 interchange and abuts rail
- Development unlikely without local financial assistance





5th Cycle Housing Element Deed Restricted Affordable Housing

- Constructed and approved deed restricted affordable housing between January 2014 and December 2023
- Sites are located across the city in less polluted areas
- Promising for 6th cycle



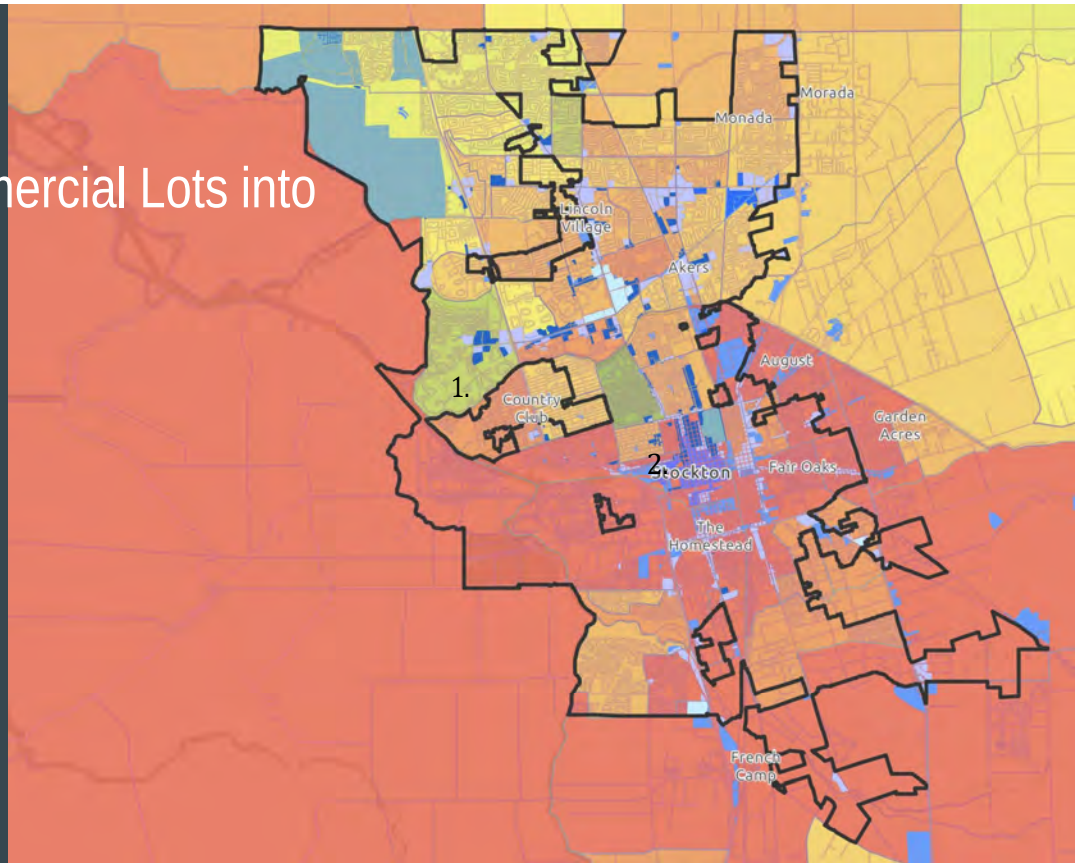
Incorporate Commercial Lots into RHNA Inventory

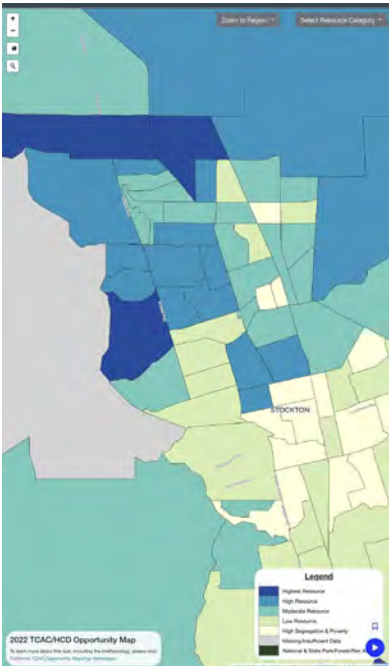
Case Study Area 1:

Brookside March Lane

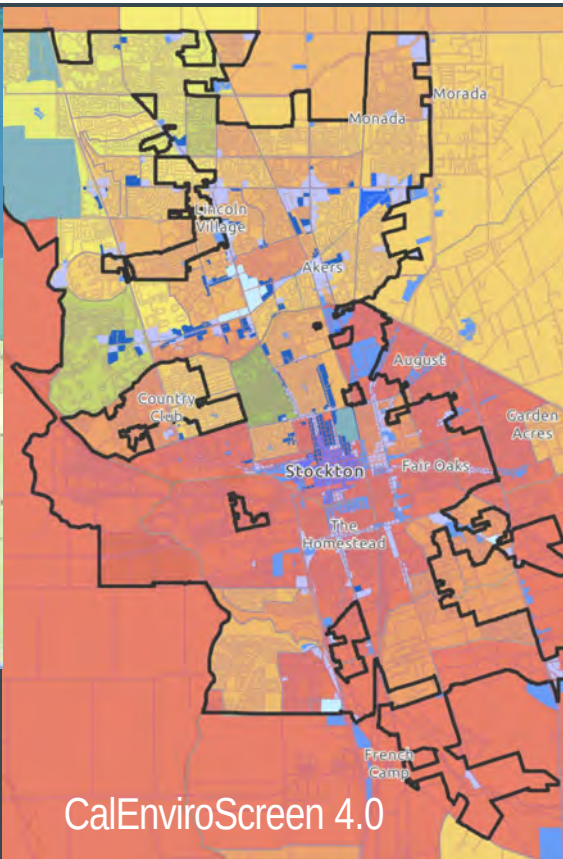
Case Study Area 2:

Miracle Mile





2022 TCAC/HCD
Opportunity Map



CalEnviroScreen 4.0



Stockton RHNA

Case Study Area 1: Brookside March Lane

3404 Shadowbrook Dr.

APN 11628002

Acres 1.20; Sq. Ft. 52,008.99



Case Study Area 2: Miracle Mile

A.

1828 Pacific Ave

APN 13702042

Acres 0.69 Sq. Ft. 30,795.91

B.

2402 PACIFIC AV

APN 12506001

Acres 0.13 Sq. Ft. 6,073.93



Summary

- Far too soon to tell what Stockton's housing element will look like
- Stockton will have met its moderate and high-income RHNA allocation through entitled projects
- Redlining has lasting implications
- Sites concentrated in distressed and high polluted neighborhoods

Recommendations

- 1) Future stages of site selection must seriously consider high opportunity communities
- 2) The large site located near downtown should receive local financial assistance if the city wants to actually build there
- 3) Incorporate environmental justice into housing element

Recommendations

- 4) Incorporate unpolluted commercial zones, namely Miracle Mile & Brookside March Lane, into element
- 5) Government should not just focus on investing on North Stockton. South of the crosstown freeway also need some attention.
- 6) City should stop subsidizing unprofitable public golf courses in north Stockton and put money toward affordable housing fund.

QUESTIONS?

HOUSING

This main element is divided into three sections:

- Introduction to the Policy Document
- Goals and Policies
- Implementation Programs and Quantified Objectives

INTRODUCTION TO THE POLICY DOCUMENT

Under California law, ~~the~~a housing element must include the community's goals, policies, quantified objectives, and housing programs for the maintenance, improvement, and development of housing.

This Housing Element includes nine goal statements. Under each goal statement are policies that amplify the goal statement. Implementation programs are listed after the policies and briefly describe the proposed action, ~~the~~ City departments with primary responsibility for carrying out the program, ~~the~~ funding source(s), and ~~the~~ time frame for accomplishing the program.

The following definitions describe the nature of the statements of goals, policies, implementation programs, and quantified objectives as they are used in the Housing Element Policy Document:

- **Goal:** Ultimate purpose of an effort stated in a way that is general in nature and immeasurable.
- **Policy:** Specific statement guiding action and implying clear commitment.
- **Implementation Program:** An action, procedure, program, or technique that carries out policy. Implementation programs also specify primary responsibility for carrying out the action and an estimated time frame for its accomplishment. The time frame indicates the fiscal year in which the activity is scheduled to be completed. These time frames are general guidelines and may be adjusted based on City staffing and budgetary considerations.
- **Quantified Objective:** The number of housing units that the City expects to be constructed, conserved, or rehabilitated, or the number of households the City expects will be assisted through Housing Element programs based on available resources and general market conditions during the time frame of the Housing Element. Housing element law recognizes that in developing housing policies and programs, identified housing needs may exceed available resources and the community's ability to satisfy these needs. The quantified objectives of a housing element, therefore, need not be identical to the identified housing need, but should establish the

maximum number of housing units that can be constructed, rehabilitated, and conserved, or households assisted over an eight-year time frame.

GOAL HE-1 AND ASSOCIATED POLICIES

GOAL HE-1: INCREASE HOUSING PRODUCTION AND ENSURE ADEQUATE LAND FOR ALL HOUSING TYPES AND INCOME LEVELS. INCREASE HOUSING PRODUCTION BY ENSURING ~~THE~~ ADEQUATE SITES FOR HOUSING OF ALL TYPES AND INCOMES, RECOGNIZING THE IMPORTANCE OF A JOBS-TO-HOUSING RATIO THAT ENCOURAGES LIVING AND WORKING IN OUR COMMUNITY.

Policy HE-1.1 Availability of Land: The City shall maintain sufficient designated and zoned vacant and underutilized sites for housing to achieve a mix of single-family and multifamily development that will accommodate anticipated population growth and the housing needs established in the City's regional housing needs allocation (RHNA) of 12,673 units (1,232 extremely low, 1,233 very low, 1,548 low, 2,572 moderate, 6,088 above moderate). In addition to the Housing Capacity sites needed toward RHNA, the Housing Action Plan (HAP) shall explore additional areas that could potentially support housing. This could include underutilized properties, underutilized buildings, and unincorporated areas. This surplus shall be used to maintain the City's Pro-Housing Designation ~~that which~~ requires the City to maintain 130-percent surplus over the RHNA requirement. (Programs 1, 2 and 3)

Policy HE-1.2 Avoid Downzoning: The City shall not downzone parcels identified in the Housing Element inventory unless they are replaced concurrently by comparably zoned land elsewhere within the City, or the City makes the determination that there are still adequate sites in the inventory to meet the remaining regional housing needs allocation. (Program 1)

Policy HE-1.3 Parcel Consolidation: The City shall encourage the splitting or consolidation of parcels to facilitate more effective residential development and continue to process these requests ministerially. (Program 8)

Policy HE-1.4 Infrastructure and Public Facilities to Support Residential Development: The City shall take into consideration where housing is planned or likely to be built when preparing plans for capital improvements to expand or improve infrastructure and public facilities that support new residential development and ensure adequate services. (Program 4)

Policy HE-1.5 Higher Residential Densities: The City shall encourage residential densities at the high end of the allowable density range to make more efficient use of land and public facilities and services, and ~~to provide more affordable housing opportunities for all residents~~ expand programs that would allow densities increase beyond the maximum allowable density range for projects that adhere to Housing Element policies. This include the existing 100-percent Density Bonus program and new programs as part of the Development Code Overhaul. (Program 1 and 18)

Policy HE-1.6 Residential Mixed-Use Development: The City shall encourage the development of mixed-use residential-office and residential-retail projects. (Programs 2, 5, and 7)

Policy HE-1.7 Housing Variety: The City shall encourage and provide opportunities for a variety of housing types that provide market-rate and affordable housing opportunities and promote balanced mixed-income neighborhoods. The Development Code Update shall amend zoning to allow more housing variety and higher densities in various residential and commercial zones. (Program 5)

Policy HE-1.8 Accessory Dwelling Units in New and Existing Developments: The City shall encourage the development of accessory dwelling units within new and existing residential development and single-family neighborhoods. (Program 6)

Policy HE-1.9 Infill Development Targets: In an effort to meet the infill target of 4,400 new units in the Greater Downtown Area, the City shall promote infill development within the Downtown and Greater Downtown areas through incentives such as less restrictive height limits, less restrictive setback and parking requirements, subsidies, infrastructure improvements, and streamlined permitting process. (Programs 2 and 7)

Policy HE-1.10 Balanced Growth: The City shall ensure that development at the city's outskirts, particularly residential or mixed-use development, does not occur in a manner that is out of balance with infill development. (Program 7)

Policy HE-1.11 Transit Oriented Development: The City shall encourage higher-density residential uses and mixed-use development to locate near main transportation routes to offer an alternative means of transportation to employment centers, schools, shopping, and recreational facilities and to promote walking and biking. Consistent with the General Plan policies, the City will establish Transit Oriented Development overlays as part of the Development Code Update. (Programs 2, 5 and 7)

Policy HE-1.12 Adaptive Reuse: The City shall encourage the adaptive reuse of existing buildings for residential and mixed use. The HAP shall outline potential reuse sites in the downtown area and explore potential partnerships and resources to retrofit chronically vacant buildings for residential and mixed uses. (Program 2)

Policy HE-1.13 Public/Private Partnerships: The City shall strive to establish public-private partnerships for the revitalization of blighted areas. The HAP shall explore these partnerships and make recommendations on where these partnerships should be achieved to address existing barriers to new housing. (Program 5)

Policy HE-1.14 Pursue State Funding for Infill: The City shall pursue State funding to support infill development in the Downtown and Greater Downtown areas. (Program 7)

Policy HE-1.15 Improve the Downtown Image: The City shall strive to reshape the perception of Downtown Stockton as a livable city center. (Program 2)

Policy HE-1.16 Integrated Affordable Housing: The City shall encourage the integration of sites for affordable housing throughout the residentially designated areas of the city and avoid concentration of low-income housing units. (Programs 5 and 7)

Policy HE-1.17 Mixed Income Housing: The City shall encourage mixed income developments to create more economically diverse neighborhoods. (Programs 5 and 6)

Policy HE-1.18 Facilities and Services: The City shall provide, maintain, and upgrade, as necessary, community facilities and municipal services in support of residential development. (Program 4 and 29)

GOAL HE-1 IMPLEMENTATION PROGRAMS

Program 1. Adequate Sites Monitoring and No Net Loss. As part of the annual progress report on the Housing Element to the Sstate, the City shall update its vacant land inventory, including an updated inventory of potential infill sites (smaller parcels). The City shall make the updated inventory available to the public and development community via the City's website. For any project approval on a Housing Element site for fewer housing units/or at lower densities than assumed in the Housing Element, the City shall determine whether there is still adequate capacity to meet the remaining housing need, consistent with "no net loss" state law.

Quantified Objectives: Continue to maintain sufficient sites to address 12,673 units.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Economic Development Department

Time Frame: Update inventory annually as part of the Housing Element Annual Progress Report and assess “no net loss” as projects come forward on Housing Element sites.

Program 2. Downtown Implementation: The City shall continue to implement measures to enable development of 4,400 residential units in the Greater Downtown Area by 2035, as laid out in the Climate Action Plan and General Plan. This will include strategies and regulations anticipated as part of the Comprehensive Development Code Update and Housing Action Plan (HAP) currently underway. The HAP shall specifically explore the following topics:

- Sufficient infrastructure capacity and estimated costs for to develop all income types and densities.
- Market analysis to explore the opportunities and constraints of new housing in the greater downtown area.
- Cost gap analysis to better understand financial constraints in adaptive reuse of unused commercial buildings in the downtown area.
- Explore existing and potential funding mechanisms for infrastructure and building retrofitting.
- Explore potential partnerships for new housing and supportive services for all income types.

Quantified Objectives: 4,400 residential units in the Greater Downtown Area by 2040.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Economic Development Department

Time Frame: Adopt Comprehensive Development Code Update and HAP by ~~end of 2023 or early 2024~~; and annually thereafter to identify any additional strategies to address ~~the settlement agreement~~ General Plan goals.

Program 3. Sites Included in Previous Housing Elements: As specified in Appendix A, some vacant parcels have been included in the land inventories of the 5th CycleRound and 4th CycleRound Stockton Housing Elements as suitable to address the City’s RHNA allocation. Per Government Code Section 65583.2(c), to continue to include these parcels in that portion of the land inventory for this 6th CycleRound Housing Element, the City will commit to update all required Development Code and General Plan provisions to allow projects that have at least 20 percent affordable units (extremely low, very low, or low) without discretionary review or “by right” (Government Code Section 65583.2 (i)).

Quantified Objectives: 437 residential units on 16 repeat sites identified in Appendix A that don’t already allow residential development by right.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Update Development Code and, if needed, Land Use Element by December 31, 2026

Program 4. Public Facilities Repair and Replacement: Through implementation of the HUD Consolidated Plan, and upon funding availability, the City shall continue to identify and target low-income neighborhoods for the expansion of existing facilities/infrastructure, replacement of deteriorating facilities, and construction of new facilities/infrastructure to increase quality of life for Stockton residents. To help identify these neighborhoods and facilities, the City shall update its Housing Conditions survey to better direct staff time and resources in identifying areas and facilities that could benefit the most.

Quantified Objectives: 5 public facility/ infrastructure projects

Potential Funding: CDBG

Who Is Responsible: Economic Development Department, [Community Development](#)

Time Frame: Annually

Program 5. Housing and Neighborhood Action Plans: The City is currently preparing a Housing Action Plan (HAP) to provide a guidebook with information to interested developers and property owners about residential opportunities in the city. This plan will include the top priority sites the City has identified as “shovel-ready” for housing development. Selection of the priority sites will be based on financial feasibility analysis and policy goals. The HAP will be marketed and provided to potential developers upon completion. The City is also preparing Neighborhood Action Plans for three (3) neighborhoods - South Airport Way Corridor, Little Manila/Gleason Park, and Cabral/East Cabral. The plans are focusing on eliminating barriers to housing construction and will result in recommended actions and strategies for each of the ~~three~~ Neighborhood Areas. - In particular, the Neighborhood Action Plans for Cabral Station Area and Little Manila/Gleason Park neighborhoods will serve as a tool to improve conditions and opportunities in these two primarily lower-income areas.

Quantified Objectives: [Permit](#) 1,000 residential units

Potential Funding: LEAP, REAP, General Fund

Who Is Responsible: Community Development Department

Time Frame: Late 2023

Program 6. Accessory Dwelling Units: The City will update its ADU regulations as needed throughout the planning period to address changes to State law. The City will encourage the construction of ADUs throughout the city through the following actions. ~~These actions, which~~ are aimed at providing an increased supply of affordable units and therefore help reduce displacement risk for low-income households resulting from housing overpayment and facilitate mixed-income neighborhoods:

- Provide guidance and educational materials for building ADUs on the City's website, including permitting procedures and construction resources. The City already has preapproved/[permit ready](#) ADU plans available for use by homeowners. Additionally, the City will present homeowner associations with information about the community and neighborhood benefits of ADUs and inform them that covenants, conditions, and restrictions (CC&Rs) prohibiting ADUs are contrary to State law.
- Proactively advertise the benefits of ADUs by distributing multilingual informational materials in areas of high opportunity and limited rental opportunities to increase mobility for low-income households. [This will be achieved](#), by posting flyers in community gathering places and providing [flyers](#) to community groups and homeowners' associations at least annually.
- Monitor ADU production and affordability every other year and adjust or expand the focus of the education and outreach efforts. If needed, identify additional sites to accommodate the unmet portion of the lower-income RHNA.
- [Apply annually, or as grants are available, for funding to provide incentives for homeowners to construct ADUs.](#)
- [Work with regional and local agencies to update the existing ADUs pre-approved construction plans and explore more additional plans that reflect the housing market, cost constraints, and typical residential lots that could support them.](#)

Quantified Objectives: Approve 180 ADUs over the course of the planning period, targeting areas of high opportunity, specifically the following neighborhoods - Brookside/Country Club, Weston Ranch, Eight Mile/Bear Creek, Midtown around the University of the Pacific (between I-5 and “Miracle Mile”/Pacific Avenue), western Upper Hammer/Thornton Rd, and eastern Morada/Holman.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Starting in November 2024, evaluate the consistency of Stockton’s ADU regulations with State law and update accordingly. Continue to make ADU materials available; evaluate effectiveness of ADU approvals every other year, starting April 2025; and, identify additional site capacity, if needed, by December 2026. Apply annually, or as grants are available, for funding to support ADU incentives.

Program 7. Infill Strategy: The City shall continue to implement the Downtown Infrastructure Infill Incentive Program or explore other financing strategies to facilitate the development of infill projects in the Downtown and Greater Downtown areas. The program identifies actions and incentives to promote infill development, including brownfield remediation. The Housing Action Plan, currently underway, will identify additional recommended strategies that could include:

- Identification of potential infill properties, both vacant and underutilized.
- Explore the practicality and feasibility of pre-approved design review and/or construction plans.
- Increase waivers for development standards that would restrict buildout of a small infill lot. This could include reduced setbacks, height and size increases, and an increase in the amount of waiver by the Community Development Director.
- Density increases allowances for infill projects to exceed the maximum density requirement through an existing 100-percent Density Bonus or through a new process for market rate housing.
- As needed, Additional strategies and incentives will be considered and to plan and fund implemented and could include allowing less restrictive development standards; planning infrastructure improvements.
- ; and sWays to further treamliningstreamline the ministerial design review permitting process for infill development.

Quantified Objectives: 100 extremely ~~low income~~low-income units and 150 other lower income units; funding for 10 brownfield sites minimum

Potential Funding: General Fund

Who Is Responsible: Economic Development Department, Community Development Department

Time Frame: Adopt Housing Action Plan by the end of 2023. Implement Housing Action Plan strategies by 2025. Annually, beginning in 2026, identify any additional strategies needed to address overpayment and reduce displacement risk and implement them within 2 years of identification.

Program 8. Infill Site Assembly: The City shall actively work with local property owners and developers to assist in the consolidation and assembly of small infill parcels for residential projects, particularly as related to parcels listed in the sites inventory and parcels with multiple owners. The City shall continue to process lot mergers ministerially and shall offer incentives, such as expedited processing, in addition to the incentives already offered to infill development. The City is updating infill requirements in the Development Code as part of the Comprehensive Development Code Update. The City is also working on mapping potential infill sites that are vacant and ready for development as part of the Housing Action Plan, current underway (see Programs 5 and 15). The City shall also conduct meetings or some other type of public outreach to connect owners of properties with potential developers.

Quantified Objectives: Facilitate lot consolidation to produce sites for 2,300 moderate and above moderate residential units

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame: Ongoing, as projects come forward; establish program to connect property owners and developers by June 2026.

GOAL HE-2 AND ASSOCIATED POLICIES

GOAL HE-2: PROVIDE HIGH QUALITY HOUSING FOR ALL INCOME GROUPS. ENCOURAGE AND PROMOTE THE CONSTRUCTION OF AFFORDABLE AND MARKET RATE HOUSING TO MEET CITY'S HOUSING NEEDS AND PROMOTE DEVELOPMENTS THAT CONSERVE ENERGY.

Policy HE-2.1 Pursue Funding: The City shall pursue Federal and State housing assistance programs designed to help meet the needs of extremely low-, very low-, low-, and moderate-income households. (Program 10)

Policy HE-2.2 Networking and Collaboration: The City shall continue to collaborate with public agencies and private and nonprofit entities to access State, Federal, and other sources of funding to provide housing to lower- and moderate-income households. (Program 9)

Policy HE-2.3 Affordable Housing Incentives: The City shall explore incentives, bonuses, and flexibility in standards and requirements in the Development Code that could benefit affordable housing development, such as density bonuses, flexible development standards, and deferred payment of fees. (Programs 5, 11 and 18)

Policy HE-2.4 Homeownership Opportunities: The City shall continue to provide opportunities for and reduce barriers to homeownership and promote financial literacy and public awareness of the various means available to become a homeowner. (Program 10)

Policy HE-2.5 Priority Sewer and Water Service for Affordable Housing: The City shall provide priority sewer and water service for developments that include lower income housing units, consistent with State law (Government Code Section 65589.7). (Program 11)

Policy HE-2.6 Energy Conservation and Waste Reduction: The City shall promote energy conservation and waste reduction in residential site planning, design, and construction. (Program 12)

Policy HE-2.7 Energy Conservation and Efficiency in City Regulations: The City shall use its review and regulatory power to enhance and expand residential energy conservation and efficiency. (Programs 12, 13, and 14)

Policy HE-2.8 Green Building Concepts: The City shall require green building concepts and processes in new residential construction and rehabilitation of existing housing consistent with State building standards and local subdivision and zoning standards. (Program 12)

Policy HE-2.9 Energy Conservation and Efficiency Programs: The City shall work with local energy providers to promote weatherization and energy conservation programs and incentives to new and existing residential developments, especially low-income households. (Programs 12, 13, and 14)

Policy HE-2.10 Green-Up Stockton: The City shall encourage voluntary residential energy efficiency assessments and retrofits for existing dwelling units. (Program 13)

GOAL HE-2 IMPLEMENTATION PROGRAMS

Program 9. Coordination with the Housing Authority of San Joaquin County: The City shall continue to work closely with the Housing Authority of San Joaquin County in providing assisted housing through the Housing Voucher Program ~~(Section 8)~~, and in providing housing and supportive services to special needs households and individuals. In addition, working with the Housing Authority, implement a Housing Choice Voucher education program to share information about the program and available incentives with rental property owners and managers as well as training on avoiding discriminatory practices based on income or other protected classes. Distribute this information at least annually to property owners and managers across the City, though with an emphasis on higher (moderate, high, and highest) resource areas where there are no public housing opportunities available, a disproportionately low rate of voucher usage, and high performing schools.

Quantified Objectives: Provide vouchers to 3,800 households in Stockton and assist these lower income households in accessing rental opportunities with Housing Choice Vouchers to facilitate housing mobility.

Potential Funding: General Fund

Who Is Responsible: Economic Development Department, Housing Authority of San Joaquin County

Time Frame: Ongoing; establish education program by the end of 2024 and distribute information. Then distribute information at least annually through the end of the planning period.

Program 10. State and Federal Funding: The City shall continue to apply annually for ~~F~~ederal entitlement funds under the CDBG, HOME and ESG Programs, and shall pursue additional State and ~~F~~ederal funding that becomes available during the planning period. The City shall continue to administer its Down Payment Assistance Program for low-income first-time homebuyers using a variety of funding sources, including CDBG and HOME funds. The program will be targeted to those buying in higher opportunity areas. The City shall support housing organizations and affordable housing developers by assisting in applications for funding, drafting letters of support and resolutions, and identifying potential sites for affordable housing. The City shall also discuss the possibility of requiring affordable units as part of development agreements when initiating discussions with applicants.

Quantified Objectives: Fund 200 extremely low-, 400 very low-, 450 low-income units; Provide down payment assistance to 75 low-income households, particularly in high opportunity areas.

Potential Funding: General Fund; CDBG, HOME, HELP, and CalHome

Who Is Responsible: Economic Development Department

Time Frame: Review funding opportunities annually; down payment assistance program is ongoing

Program 11. Priority Sewer and Water Service for Affordable Housing: The City shall include language in the development code to provide priority sewer and water service for developments that include lower income housing units, consistent with State law (Government Code Section 65589.7).

Quantified Objectives: Include in Development Code as part of Comprehensive Update ~~N/A~~

Potential Funding: General Fund

Who Is Responsible: City Council, Municipal Utilities Department, Community Development Department

Time Frame: Include in Development Code as part of Comprehensive Update by ~~December 31, 2023~~ early 2024

Program 12. Property Assessed Clean Energy (PACE) Program. The City shall continue to provide programs for property owners to finance the purchase and installation of infrastructure improvements to their properties with no up-front costs for: renewable energy, energy- and water-efficiency improvements, water conservation upgrades, and/or electric vehicle charging.

Quantified Objectives: Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs.

Potential Funding: Property Assessed Clean Energy (PACE) financing

Who Is Responsible: Economic Development Department

Time Frame: Ongoing

Program 13. Green-Up Stockton: The City shall continue to encourage voluntary energy assessments for housing units built prior to November 1, 2002. The City shall continue to work with community services agencies and PG&E and other funding sources to identify funding and incentivize residential energy efficiency projects.

Quantified Objectives: Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Ongoing

Program 14. Weatherization Activities: The City shall advertise local weatherization programs by posting information on the City website and distributing fliers and brochures, and shall refer elderly homeowners, low-income households within certain income limits, and the general public to agencies offering weatherization programs.

Quantified Objectives: 200 units weatherized

Potential Funding: Home Energy Assistance Program HEAP

Who Is Responsible: Economic Development Department

Time Frame: Ongoing

GOAL HE-3 AND ASSOCIATED POLICIES

GOAL HE-3: REMOVE GOVERNMENTAL CONSTRAINTS. ADDRESS AND, WHERE FEASIBLE, REMOVE UNNECESSARY GOVERNMENTAL CONSTRAINTS TO THE DEVELOPMENT, IMPROVEMENT, AND MAINTENANCE OF STOCKTON'S HOUSING STOCK, AND ENCOURAGE HIGHER-DENSITY DEVELOPMENT.

Policy HE-3.1 Mitigate Governmental Constraints: The City shall strive to mitigate local governmental constraints to the development, improvement, and maintenance of housing. (Programs 15, 16, and 17)

Policy HE-3.2 Streamlined Permitting: The City shall continue to streamline the local permit review and approval processes for affordable and infill housing projects. (Programs 15, 17 and 18)

Policy HE-3.3 Application and Development Fees: The City shall strive to ensure that application and development fees do not unnecessarily constrain production of new infill and multifamily housing. (Program 16)

Policy HE-3.4 Defer Fees for Affordable Housing: The City shall continue waiving and deferring eligible fees to help offset development costs for affordable housing. (Program 16)

Policy HE-3.5 Creativity and Flexibility: The City shall allow for flexibility in the application of development standards to encourage creative and innovative housing solutions. (Program 18)

GOAL HE-3 IMPLEMENTATION PROGRAMS

Program 15. Development Code Revisions: As part of the Comprehensive Development Code Update, the City shall complete the following changes to the Development Code:

- Amend the Development Code to allow care homes for six persons or fewer in the RE zone to fully comply with State law, which requires group homes for six or fewer to be treated as a single family home.
- Amend the Development Code to allow care homes for more than six persons without a Use Permit, to comply with State law.
- State explicitly in the Development Code that 100 percent residential projects are allowed in CD, CN, and CG districts as is currently allowed in practice.
- Expand Development Code to allow residential projects in all residential and commercial zoning designations.
- Continue to permit all types of housing (single family, multi-unit, and multifamily) uses “by-right” and expand “by-right” land uses for businesses and services that support housing.
- ~~Update Use Permit findings (used for review of residential uses) to be objective.~~
- ~~Update Design Review findings to be objective.~~
- Update Design Review ~~Guidelines (subjective) to~~ Standards to increase their (objectivity).
- Amend the Development Code to allow employee housing for six persons or fewerless in the same way residential structures are allowed in zones allowing residential uses.
- Amend the Development Code to update standards for emergency shelters, including parking, minimum distance, and any other updates needed for consistency with current State law.
- Include a State-compliant definition of “family” in the Development Code.
- Amend the Development Code and possible General Plan to encourage future transitions in disadvantaged communities via new commercial/industrial zones that would remove heavy industrial uses from many of the South Stockton areas.
- Evaluate the possibility of implementing SB 10 (Planning and Zoning Law) in appropriate areas of the city.
- Per the agreements with the Department of Justice and Sierra Club, the City shall create new industrial design and operational standards that will regulate new industrial uses and buildings adjacent to residential communities.
- Explore additional community benefit options that could be included in the criteria for initiating modified and new Development Agreements. These benefits could include Inclusionary Housing requirements and fees, Community Benefit agreements, increase land dedications for future city services, and join-lease agreements for schools and civic uses.

Quantified Objectives: N/A

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: ~~December 31, 2023~~ Early 2024

Program 16. Fiscally Positive Impact Fees: The City’s adopted impact fees on new development or other ongoing funding mechanisms (e.g., community facilities districts) are fiscally positive to the City. The City shall continue to consider the impacts on the cost, supply, and affordability of housing and ensure that fees do not unduly constrain housing development by continuing to monitor the Residential Development Public Facilities Fees (PFFs) Exemption Program, Citywide Affordable Housing Development Public Facilities Fees Exemption Program, Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program, and Stockton Economic Stimulus Plan (SESP) fee reduction components to ensure they

are addressing potential constraints. The City ~~is considering modifying the SESP program to only address multi-family projects will~~ explore consider possible revisions to the aforementioned programs and explore additional programs as part of the HAP and Public Facilities Fees (PFFs) updates that are occurring in 2023/2024-.

Quantified Objectives: Provide exemptions and reductions to 200 housing units to reduce overpayment for housing costs and reduce displacement risk.

Potential Funding: General Fund

Who Is Responsible: Community Development Department, Public Works Department, ~~Administrative Services Department~~

Time Frame: Annually, evaluate exemptions provided and determine whether all constraints to housing development associated with impact fees or other funding mechanisms are sufficiently addressed. If it is found that they are not being addressed, modifications will be made to one or more exemption programs within one year. This will occur after each annual review until the end of the planning period.

Program 17. Streamline Approvals for Affordable Housing Projects: The City will develop a preliminary application form and procedure or will formally adopt the Preliminary Application Form developed by the California Department of Housing and Community Development (HCD), pursuant to SB 330. The City will also establish a written policy and/or procedure, and other guidance as appropriate, to specify the SB 35 streamlining approval process and standards for eligible projects under Government Code Section 65913.4. The applications will be available on the City's website for developers interested in pursuing the streamlined process or vesting rights.

Quantified Objectives: 300 new units permitted ~~N/A~~

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Develop or adopt HCD's SB 330 preliminary application form by December 2024. Develop an SB 35 streamlined approval process by June 2025 and implement as applications are received.

Program 18. Density Bonuses: The City will continue to allow density bonuses that exceed State requirements and periodically amend its Development Code to comply with changes in California's density bonus law (Government Code Section 65915 et seq., as revised) and will promote the use of density bonuses for lower-income units by providing information through a brochure in City buildings and on the City's website. In addition, as part of the Development Code process the City will explore the creation of a new staff level process that would allow projects for all income levels to exceed density maximums (General Plan prescribed and 100-percent bonuses).

Quantified Objectives: Facilitate the construction of 1,000 lower-income units to increase mobility opportunities; encourage density bonus units in high-resource areas.

Potential Funding: General Fund and grant funding

Who Is Responsible: Community Development Department

Time Frame: Complete as part of Comprehensive Development Code Update by ~~December 31, 2023~~ early 2024; annually review Development Code and revise as needed; produce brochures and make information available on the City's website by December 2024.

GOAL HE-4 AND ASSOCIATED POLICIES

GOAL HE-4: PRESERVE EXISTING HOUSING. CONSERVE AND ENHANCE EXISTING HOUSING IN STOCKTON'S NEIGHBORHOODS.

Policy HE-4.1 Preserve Existing Affordable Housing: The City shall seek to preserve existing affordable rental housing, such as subsidized apartments for lower-income households, mobile homes in mobile home parks, and low-cost private rental housing. (Program 19 and 22)

Policy HE-4.2 Housing Maintenance and Rehabilitation: The City shall encourage maintenance, repair, and rehabilitation of existing owner-occupied, rental, and affordable housing to prevent deterioration of housing and ensure that housing is safe and sanitary. (Program 20)

Policy HE-4.3 Housing Unit Replacement: The City shall promote the removal and replacement of dilapidated housing units in compliance with State law regarding replacement of existing affordable housing. (Program 21 and 22)

Policy HE-4.4 Property Management: The City shall encourage good property management practices in rental properties through regulatory agreements, informational items, code enforcement staffing, the Crime Free Multi-family Housing program, and the City's rental inspection ordinance. (Program 21)

GOAL HE-4 IMPLEMENTATION PROGRAMS

Program 19. Preserve At-Risk Units: Pursuant to Assembly Bill (AB) 1521, the City will monitor the list of all dwellings in Stockton that are subsidized by government funding or low-income housing developed through local regulations or incentives. The list will include, at a minimum, the number of units, the type of government program, and the date on which the units are at risk to convert to market-rate dwellings. There have been 392 units (see Analysis of At-Risk Housing section in the Regional Housing Needs Assessment) identified as at risk of converting to market rate within ten (10) years of the beginning of the 6th Cycle Housing Element planning period. The list will include, at a minimum, the project address; number of deed-restricted units, including affordability levels; associated government program; date of completion/ occupancy; and the date on which the units are at risk to convert to market rate. The City will work to reduce the potential conversion of any units to market rate, in order to reduce the potential for displacement and or placement of additional constraints on the existing affordable housing stock through the following actions:

- Monitor the status of affordable projects, rental projects, and manufactured homes in Stockton. Should the property owner(s) indicate at the desire to convert properties, consider providing technical and financial assistance, when possible, to incentivize long-term affordability.
- Provide information on at-risk housing as well as other housing options and programs for residents and housing advocates on the City's website.
- If conversion of units is likely, work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher (Section 8) program. Funding sources may include state or local funding sources to reduce potential for displacement of residents.

Pursuant to State law (Government Code Sections 65853.10, 65863.11, and 65863.13), owners of deed-restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City within three (3) years, 12 months, and six (6) months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, HCD, and the local legal aid organization. Owners shall also refer tenants of at-risk units to educational resources regarding tenant rights and conversion procedures and information regarding Section 8 rent subsidies and any other affordable housing opportunities in the City. In addition, notice shall be required prior to

conversion of any units to market rate for any additional deed-restricted lower-income units that were constructed with the aid of government funding, that were required by inclusionary zoning requirements, that were part of a project granted a density bonus, or that were part of a project that received other incentives.

If a development is offered for sale, HCD must certify persons or entities that are eligible to purchase the development and to receive notice of the pending sale. Placement on the eligibility list will be based on experience with affordable housing [administration / management](#).

When necessary, the City shall continue to work with property owners of deed-restricted affordable units who need to sell within 55 years of the unit's initial sale. When the seller is unable to sell to an eligible buyer within a specified time period, equity-sharing provisions are established (pursuant to the affordable housing agreement for the property), whereby the difference between the affordable and market values is paid to the City to eliminate any incentive to sell the converted unit at market rate. Funds generated would then be used to develop additional affordable housing in the City. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 55 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the ~~45-or~~ 55-year restriction shall be "rolled over" for another ~~45-or~~ 55 years to protect "at-risk" units.

Quantified Objectives: Continue to monitor the 392 assisted units, and if any become at risk, work with property owners to develop a strategy to provide assistance to maintain or replace 392 at-risk units as affordable to reduce potential for displacement of tenants and loss of affordable housing stock in the city.

Potential Funding: HOME, CDBG, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis, in particular at the time of change of ownership.

Program 20. Housing Rehabilitation Programs: The City shall continue to administer its owner-occupied loan program and emergency repair program using a variety of funding sources, including CDBG and HOME funds. The City will improve communication regarding rehabilitation assistance programs currently available for lower-income households, including to eligible owners of mobile homes, and rental property owners to alleviate substandard conditions. The City is currently conducting a study that included a windshield survey of the former redevelopment areas and opportunity zones to identify parcels/properties with physical signs of deterioration, vacant properties, and potential environmentally contaminated sites. The results of the study and survey will inform priorities for rehabilitation during the planning period. In addition, the HAP and Neighborhood Action Plans will outline underutilized and vacant parcels as well as complete a housing condition survey to indicate units in need or repair.

Quantified Objectives: Assist 300 lower-income units to address potential displacement, especially in areas of the city with the poorest housing conditions.

Potential Funding: HOME, CDBG, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Complete study and survey in 2023. Rehabilitation program is ongoing.

Program 21. Code Enforcement Program: The City shall continue to inspect housing units in targeted areas to check for building code violations. In situations where properties cannot be rehabilitated, the City will continue to enforce the removal and replacement of substandard units.

Quantified Objectives: Inspect 2,000 units annually

Potential Funding: CDBG

Who Is Responsible: Police Department: Neighborhood Services Division

Time Frame: Ongoing

Program 22. Replacement of Existing Affordable Units: In accordance with California Government Code Section 65583.2(g), the City will require replacement housing units subject to the requirements of California Government Code Section 65915(c)(3) on sites identified in the sites inventory when any new development that removes existing residential units (residential, mixed-use, or nonresidential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years. ~~The HAP and Neighborhood Action Plans will outline underutilized and vacant parcels as well as complete a housing condition survey to indicate units in need of repair.~~ This requirement applies to:

- Nonvacant sites
- Vacant sites with previous residential uses that have been vacated or demolished.

Quantified Objectives: N/A

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Ongoing

GOAL HE-5 AND ASSOCIATED POLICIES

GOAL HE-5: PROVIDE EQUITABLE HOUSING AND SUPPORTIVE SERVICES. PROVIDE A RANGE OF HOUSING OPPORTUNITIES AND SERVICES FOR HOUSEHOLDS WITH SPECIAL NEEDS, PROMOTE HOUSING OPPORTUNITIES FOR ALL RESIDENTS, AND SUPPORT THE ELIMINATION OF DISCRIMINATION IN HOUSING.

Policy HE-5.1 Special Needs Accommodation: The City shall seek to accommodate housing and shelter for residents with special needs through appropriate zoning standards and permit processes. (Programs 23, 24, 25, 26, and 27)

Policy HE-5.2 Homeless Needs: The City shall strive to address the shelter needs of its homeless residents, and continue to support the provision of facilities and services to meet the needs of homeless individuals and families. (Program 23)

Policy HE-5.3 Temporary Housing: The City shall support temporary housing for individuals with special needs (e.g., seniors who have experienced abuse or neglect, individuals who may be at physical or psychological risk, mentally ill homeless individuals, those with HIV/AIDS or other debilitating illnesses) in board and care homes and respite centers. (Program 23)

Policy HE-5.4 Large Households: The City shall encourage the development of single-family and multifamily housing affordable to large households. (Program 28)

Policy HE-5.5 Households with Language Barriers: The City shall make information available on housing opportunities and programs to residents who are primarily non-English speaking. (Program 28)

Policy HE-5.6 Housing for Persons with Disabilities: The City shall encourage the development of housing accessible to people with disabilities, including developmental disabilities. -The City shall ensure equal access to housing by providing reasonable accommodation for individuals with disabilities. (Programs 24, 25, and 27)

~~Policy HE-5.7 Reasonable Accommodation: The City shall ensure equal access to housing by providing reasonable accommodation for individuals with disabilities. (Program 27)~~

Policy HE-5.78 Farmworkers: The City shall work with San Joaquin County in efforts to increase the availability of safe, sound, and affordable housing for farmworkers. (Program 26)

Policy HE-5.89 Prohibit Discrimination: The City shall support the strict observance and enforcement of anti-discrimination laws and practices including prohibiting discrimination in the sale or rental of housing with regard to race, color, national origin, ancestry, religion, disability, source of income, gender/gender identity, sexual orientation, marital status, and familial status. (Programs 28 and 30)

Policy HE-5.940 Affirmatively Further Fair Housing: The City shall affirmatively further fair housing consistent with State and ~~F~~federal law through implementation of programs in this Housing Element and in all other City practices. (Program 28 and 29)

GOAL HE-5 IMPLEMENTATION PROGRAMS

Program 23. Continue to Support Organizations Assisting Homeless Persons: The City shall annually apply for and continue to pursue State and ~~F~~federal funds available to the City, private donations, and volunteer assistance to support homeless shelters. The City shall continue to provide financial assistance from its Emergency Solutions Grant (ESG) funding to homeless service providers and continue to support additional development of shelter facilities as requested by shelter providers. In addition, the City shall review the need for additional shelter facilities and services when it updates its Consolidated Plan.

Quantified Objectives: Annually, assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. As part of this, increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds.

Potential Funding: ESG, CDBG

Who Is Responsible: Economic Development Department

Time Frame: Apply for funding annually

Program 24. Continue to Assist the Disabled in Community Development Block Grant Project Areas: The City shall continue to include special provisions for housing the disabled in CDBG project areas, including mobility grants for homes (e.g., Emergency Repair Program) and accessibility features.

Quantified Objectives: Provide mobility assistance home-repair grants for 120 low-income individuals and households in Stockton, including rental units for owners of [four \(4\)](#) or fewer rental units.

Potential Funding: CDBG

Who Is Responsible: Economic Development Department, Public Works Department

Time Frame: Annually, contingent upon CDBG funding

Program 25. Universal Design: Update the City's standards in the Development Code to encourage universal design features in new homes and accessory dwelling units and improve access to housing for senior residents and other residents with disabilities.

Quantified Objectives: 100 housing units with universal design features to facilitate accessibility for persons with disabilities and seniors; encouraging at least five (5) of these units to be located near transit stations and services.

Potential Funding: General Fund

Who Is Responsible: Community Development Department

Time Frame: Make updates as part of the Comprehensive Development Code update by ~~December 31, 2023~~early 2024

Program 26. Assist Farm Workers and other Members of the Workforce: The City shall continue to provide ongoing assistance to farm laborers by working with the San Joaquin Housing Authority, San Joaquin County, agricultural employers, farm labor housing advocates, and the development community to develop affordable, decent housing, including rental housing, for farm workers. The City will update how employee housing (including housing for agricultural workers) is allowed in the Development Code in Program 12.

Quantified Objectives: Assist other organizations in developing at least 500 units of housing for farmworkers in Stockton or in the County during the planning period.

Potential Funding: CDBG, HOME, CalHOME

Who Is Responsible: Economic Development Department

Time Frame: Meet twice per year to explore opportunities for farmworker housing

Program 27. Addressing the Needs of Those with Disabilities: The City shall continue to work with the Valley Mountain Regional Center to implement an outreach program that informs families in the City about housing and services available for persons with developmental disabilities. The program includes informational brochures, and information is available on the City's website. For compliance with State law, the City will revise or delete the following two findings for granting a reasonable accommodation:

- Whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures.
- Whether alternative reasonable accommodations could provide an equivalent level of benefit.

The City will also make the following revisions:

- Section 16.214.030 Definitions: "Individual with a disability" means any person who has a medical condition, physical disability, or mental disability that substantially limits one (1) or more of the person's major life activities, as those terms are defined in the Acts." The City's definition here aligns with the federal, but not the state definition of disability. To comply with Government Code § Gov. Code §12926.1(c), the City will strike the word "substantially". The City shall also include a complete definition of disability: The Act protects any of the following: an individual with a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having any such impairment; or anyone who has a record of having such an impairment. Individuals in recovery from drug or alcohol abuse are protected by federal and state fair housing laws. However, individuals currently using illegal substances are not protected under the law, unless they have a separate disability.
- The Development Code shall be updated to be clear that protections afforded people with disabilities under federal and state fair housing laws extend to those who are associated with them, including providers and developers of housing for people with disabilities.
- Section 16.214.060 Application Filing: A provision will be made to ensure confidentiality of the person with a disability's contact and medical information. Further, this section will make clear that not only may a person with a disability file an application, but also an organization serving people with disabilities (e.g. sober living homes, transitional or supportive housing for people with disabilities, etc.)

- Section 16.214.070 Review and Processing: The City will remove the requirement to notify neighbors of a reasonable accommodation request, to ensure meaningful access to the City's land use and zoning programs under the ADA and to affirmatively further fair housing under AB 686 and the Fair Housing Act.
- Section 16.214.080 Findings and Decision: The City will add a clause making it clear that if the request is denied because it would impose an undue financial and administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director or their designee must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.
- Section 16.214.090 Appeals: Revise to state that appeals will be directed to the City Manager in consultation with the ADA Coordinator, in order to ensure confidentiality.

The City shall also prepare public information brochures and website information on reasonable accommodations for disabled persons and translate the materials to provide information to residents with language barriers. The City shall make this information available at the public counter and distribute the materials to community groups and organizations that represent persons with disabilities.

Quantified Objectives: N/A

Potential Funding: General Fund

Who Is Responsible: Economic Development Department

Time Frame: Revise the Reasonable Accommodation ~~findings—procedure including the findings~~ as part of the Comprehensive Development Code Update by ~~December 31, 2023~~ early 2024. Prepare public information on Reasonable Accommodations by June 2024. Continue to partner with the Valley Mountain Regional Center and review the materials on the City website annually starting in 2024 and update as needed after each annual review.

Program 28. Practices to Affirmatively Further Fair Housing: In compliance with California Government Code Sections 8899.50, 65583(c)(5), 65583(c)(10), and 65583.2(a) (AB 686), develop a plan to "affirmatively further fair housing" (AFFH). The AFFH plan shall take actions to address significant disparities in housing access and needs for all persons regardless of race, color, religion, sex, gender/gender identity, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability and any other characteristic protected by the California Fair Employment and Housing Act (Part 2.8, commencing with Section 12900, of Division 3 of Title 2), Government Code Section 65008, and any other state and federal fair housing and planning law.

Specific actions include:

- Implement the following strategies to affirmatively further fair housing in coordination with the efforts of this action:
 - Strategies to facilitate housing mobility/expand affordable housing in high opportunity areas: Programs 6, 10, 12, 13, 15, 24, 25
 - Strategies to reduce or prevent displacement/place-based revitalization strategies: Programs 4, 7, 9, 14, 16, 19, 20, 21, 22, 29
- The City shall continue to provide funds from its CDBG Program to San Joaquin County Fair Housing to provide fair housing counseling and education and outreach efforts to Ccity residents. In addition to providing contact information for San Joaquin Fair Housing on the City's website (under the Housing Division), the City shall continue to make referrals to Fair Housing as issues/cases come to the City's attention. The City shall also work with Fair Housing to periodically review and update fair housing brochures that are provided to the public and posted on the City's website. The City shall distribute fair housing information at City offices, the library, community centers,

and other community facilities. These actions are ongoing. Review fair housing materials every two years starting in 2024. Update materials as needed every two years following the review. The City will assist at least 200 residents annually through the complaint referral process. If fewer than 200 residents use the process, provide assistance to all that do.

- The City will educate selected staff in the Community Development, [Economic Development](#), City Attorney, and City Manager departments on responding to complaints received regarding potential claims of housing discrimination and provide these selected personnel with a handout detailing the process for someone with a complaint and the agency that should be contacted regarding a claim: Legal Aid of Northern California. The City will also maintain a log ~~at the City Attorney's office~~ of all complaints received. ~~The initial T~~training of City staff will start in 2024; ~~with updated conduct updated~~ training ~~with new staff and to keep up with changes in the law every~~ occurring two ~~(2)~~ years thereafter ~~to align with changes to state law~~.
- The City will also work with San Joaquin Fair Housing to ~~provide~~ explore additional training to housing providers to prevent discriminatory actions and behaviors. ~~If the City does not have enough staff capacity to conduct The City will contract with a fair housing provider to provide~~ housing audits in order to reduce displacement risk, particularly in lower opportunity areas of Stockton, the City will explore contracting with a fair housing provider or outside housing consultant to provide assistance ~~b. By March 2025, and then later reviewed annually. The steps in the process would be~~ the City ~~will~~ issuing a Request for Proposals for partnership with an external consultant to provide ~~the~~ this service of conducting housing audits annually. ~~The City will initiate solicitation and contracting with an organization to assist the City with providing housing audits annually.~~ The City ~~would~~ will either renew the contract or seek a new fair housing provider to provide the same service on a yearly basis.
- The City shall review and update its Analysis of Impediments to Fair Housing Report every five years. The next update is scheduled to happen in 2025.
- Should the City conduct a new General Plan Update within the housing cycle, the elements will be updated to strengthen existing AFFH and equity programs as well as a new disadvantaged community inventory for city and unincorporated areas within the City's sphere of influence.
- The City shall post its Annual Housing Element Progress Reports to HCD on the City website annually in the Spring after the report is completed.
- The City will implement multilingual communication and outreach strategies for City-funded affordable housing developments as follows. To increase access to City housing programs and remove barriers to homeownership, provide translation services in the most common languages spoken locally at all public meetings by July 2024 and ensure all public materials are translated and made available.
- In order to assist with the high percentage of households living in overcrowded situations, the City will continue to encourage rental developments to add additional bedrooms and will consider prioritizing the use of HOME funds for rental projects, provided that some of the units have three or more bedrooms with a goal of approving 100 units with three or more bedrooms.
- Incentivize on-site child care in mixed use and multifamily development, particularly for projects in areas with higher proportions of single parent households.
- The City shall explore best practices for Rent Stabilization and Just Cause Evictions to increase the certainty and fairness within the residential rental market in the City in addition to the protection granted by California Civil Code Section 1946.2. Exploration may include efforts associated with the Housing Action Plan or additional outreach efforts specific to the topic presented.

Quantified Objectives: See individual strategies bulleted in the program language at left with specific targets.

Potential Funding: CDBG; HOME; General Fund

Who Is Responsible: Economic Development Department, Community Development Department

Time Frame: Refer to each strategy in this Affirmatively Furthering Fair Housing (AFFH) program for specific time frames.

Program 29. Environmental Health and Access to Resources: Environmental health is determined by air quality, climate change related outcomes, water quality, cancer prevalence, and more. Neighborhoods with poor environmental health conditions are often correlated to their proximity to industrial uses, major transit corridors, and other larger pollution sources. The City will facilitate environmental health-oriented, place-based revitalization of neighborhoods, particularly for housing in closer proximity to the lowest scoring areas in terms of environmental health, including the Port of Stockton along the San Joaquin River, Rough and Ready Island, downtown Stockton, and industrial areas east of the Union Pacific Railroad and south of Duck Creek to the southern boundary of the city adjacent to the Stockton Municipal Airport, which are more heavily impacted by pollution from prior industrial uses and diesel particulate matter from proximity to regional freeways and rail lines, through the following strategies:

- Update the City's Parks and Recreation Master Plan and continue to enhance existing parks, open space, and tree plantings and provide new parks and open space in these areas to improve environmental health. Facilitate safe pedestrian and bicycle access to parks or open spaces to reduce environmental health disparities across the city. Implement this objective during the CIP process.
- Work with Caltrans to reduce regional air quality impacts associated with regional transportation facilities. The City will meet with Caltrans annually, as feasible, to identify options for air quality improvements and coordinate action implementation.
- Partner with regional transit agencies and other organizations to address transit needs of those with disabilities including non-fixed-route transportation including paratransit, dial-a-ride, reduced-fare taxis or volunteer driver programs.
- Increase active transportation facilities in Downtown and South Stockton to reduce dependence on automobiles and enhance safe connections to existing pedestrian and bicycle routes. The City will identify at least two active transportation projects in these areas of the city by June 2025. The City has completed a sidewalk survey as part of the Neighborhood Action Plans (in Little Manila/Gleason Park, Cabral Station and South Airport Way areas) to identify gaps and where repairs are needed. As part of implementation of the Neighborhood Action Plans, the city plans to pursue funding to assist property owners with repair and installation of sidewalks in the three study areas. Funding could come from local sources such as the City's General Fund or State or federal sources such as the Safe Routes to School Program.
- Meet with school district representatives by June 2025 to analyze whether housing security poses a barrier. Work with the school districts to assist in securing grant funding for teacher recruitment and retention bonuses, classroom materials, and other incentives for teachers to facilitate positive learning environments citywide.
- Implement new commercial/industrial zoning in South Stockton (details are provided in Program 15)
- Implement new industrial zoning standards and processing for reviewing existing and future industrial projects adjacent to residential uses (details are provided in Program 15)

Quantified Objectives: See individual strategies bulleted in the program language at left with specific targets.

Potential Funding: General Fund

Who Is Responsible: Community Development Department and Public Works Department

Time Frame: Refer to each strategy in this program for specific time frames.

Program 30. Removal of Racially Restrictive Covenants: Historically, covenants that restricted the sale of property to Whites or Caucasians-only were prevalent in the City, especially on residential properties. Although such covenants were declared unconstitutional and have not been enforceable since 1948, many remain on recorded property deeds. Furthermore, if there are properties owned by the City of Stockton found to have racially restrictive covenants, the City will review the deeds of all City-owned properties and remove any existing racially restrictive housing covenants found on them. In the future, any property purchased will require removal of any racially restrictive housing covenant prior to recording the property in the

Exhibit 1- 2023-2031 Housing Element

City's name. Additionally, State law (AB 1466) gives property owners the opportunity to remove racially restrictive covenants from their own deeds. Since July 1, 2022, county recorders must provide a Restrictive Covenant Modification form to every person purchasing a property with a restrictive covenant and establish an implementation plan to identify unlawful restrictive covenants in the records of their office. The City will develop a program to support and encourage individual property owners to remove such restrictions from their deeds and provide information about accessing the County process to do so. The City will use its social media platforms, website, and other communications tools to conduct outreach and provide information at community events to assist homeowners to identify and remove restrictive covenants.

Quantified Objectives: Remove all racially restrictive covenants from Stockton City-owned properties by ~~June-December~~ 2025 and assist in the removal of all from-known privately owned properties by the end of the ~~planning-6th housing cycleperiod~~. Advertise County program starting in 2025; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2025, with ongoing reminders in City publications and at City events. Support County enforcement of this State requirement as appropriate through City actions. Work with at least 20 property owners annually to support their efforts to remove restrictions from their deeds.

Potential Funding: General Fund; grants if offered through a State or County program

Who Is Responsible: Community Development Department; San Joaquin County Recorder

Time Frame: Remove all covenants on City-owned properties by ~~June-December~~ 2025; launch informational campaign between June and December 2025; encouragement of removal of covenants from private properties is ongoing.

IMPLEMENTATION PROGRAM TABLE

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
Goal HE-1: Increase Housing Production and Ensure Adequate Land for All Housing Types and Income Levels		
1. Adequate Sites Monitoring and No Net Loss	Continue to maintain sufficient sites to address 12,673 units	Update inventory annually as part of the Housing Element Annual Progress Report and assess “no net loss” as projects come forward on Housing Element sites
2. Downtown Implementation	4,400 residential units in the Greater Downtown Area by 2040	<u>Adopt Comprehensive Development Code Update and HAP by early 2024; and annually thereafter to identify any additional strategies to address General Plan goals.</u> Adopt Comprehensive Development Code Update by end of 2023; annually thereafter identify any additional strategies to address the settlement agreement General Plan goals.
3. Sites Included in Previous Housing Elements	<u>437 residential units on 16 repeat sites identified in Appendix A that don't already allow residential development by right.</u> 246 residential units on 9 repeat sites that don't already allow residential development by right	Update Development Code and, if needed, Land Use Element by December 31, 2026
4. Public Facilities Repair and Replacement	5 public facility/ infrastructure projects	Annually
5. Housing and Neighborhood Action Plans	<u>Permit</u> 1,000 residential units	Late 2023
6. Accessory Dwelling Units	Approve 180 ADUs over the course of the planning period, targeting areas of high opportunity, specifically the following neighborhoods - Brookside/Country Club, Weston Ranch, Eight Mile/Bear Creek, Midtown around the University of the Pacific (between I-5 and “Miracle Mile/Pacific Avenue), western Upper Hammer/Thornton Rd, and eastern Morada/Holman.	<u>Starting in November 2024, evaluate the consistency of Stockton's ADU regulations with State law and update accordingly. Continue to make ADU materials available; evaluate effectiveness of ADU approvals every other year, starting April 2025; and, identify additional site capacity, if needed, by December 2026. Apply annually, or as grants are available, for funding to support ADU incentives.</u> Starting in November 2024, evaluate the consistency of Stockton's ADU regulations with state law and update accordingly. Continue to make ADU materials available; evaluate effectiveness of ADU approvals every other year, starting April 2025; and identify additional site capacity, if needed, by December 2026. Apply annually for funding to support ADU incentives.
7. Infill Strategy	100 extremely low-income units and 150 other lower income units; funding for 10 brownfield sites minimum	Adopt Housing Action Plan by the end of 2023. Implement Housing Action Plan strategies by 2025. Annually, beginning in 2026, identify any additional strategies needed to address overpayment and reduce displacement risk and implement them within 2 years of identification.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
8. Infill Site Assembly	Facilitate lot consolidation to produce sites for 2,300 moderate and above moderate residential units	Ongoing, as projects come forward; establish program to connect property owners and developers by June 2026.
Goal HE-2: Provide High Quality Housing for All Income Groups		
9. Coordination with the Housing Authority of San Joaquin County	Provide vouchers to 3,800 households in Stockton and assist these lower income households in accessing rental opportunities with Housing Choice Vouchers to facilitate housing mobility	Ongoing; establish education program by the end of 2024 and distribute information. Then distribute information at least annually through the end of the planning period.
10. State and Federal Funding	Fund 200 extremely low-, 400 very low-, 450 low-income units; Provide down payment assistance to 75 low-income households, particularly in high opportunity areas.	Review funding opportunities annually; down payment assistance program is ongoing
11. Priority Sewer and Water Service for Affordable Housing	<u>Include in Development Code as part of Comprehensive Update</u> N/A	Include in Development Code as part of Comprehensive Update by December 31, 2023 <u>early 2024</u>
12. Property Assessed Clean Energy (PACE) Program	Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs.	Ongoing
13. Green-Up Stockton	Connect 60 eligible Stockton residents with energy- and cost-saving programs to reduce overpayment on housing costs.	Ongoing
14. Weatherization Activities	200 units weatherized	Ongoing
Goal HE-3: Remove Governmental Constraints		
15. Development Code Revisions	N/A	December 31, 2023 <u>Early 2024</u>
16. Fiscally Positive Impact Fees	Provide exemptions and reductions to 200 housing units to reduce overpayment for housing costs and reduce displacement risk.	Annually, evaluate exemptions provided and determine whether all constraints to housing development associated with impact fees or other funding mechanisms are sufficiently addressed. If it is found that they are not being addressed, modifications will be made to one or more exemption programs within one year. This will occur after each annual review until the end of the planning period.
17. Streamline Approvals for Affordable Housing Projects	<u>300 new units permitted</u> N/A	Develop or adopt HCD's SB 330 preliminary application form by December 2024. Develop an SB 35 streamlined approval process by June 2025 and implement as applications are received.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
18. Density Bonuses	Facilitate the construction of 1,000 lower-income units to increase mobility opportunities; encourage density bonus units in high-resource areas.	Complete as part of Comprehensive Development Code Update by early 2024; annually review Development Code and revise as needed; produce brochures and make information available on the City's website by December 2024. Complete as part of Comprehensive Development Code Update by December 31, 2023; annually review Development Code and revise as needed; produce brochures and make information available on the City's website by December 2024.
Goal HE-4: Preserve Existing Housing		
19. Preserve At-Risk Units	Continue to monitor the 392 assisted units, and if any become at risk, work with property owners to develop a strategy to provide assistance to maintain or replace 392 at-risk units as affordable to reduce potential for displacement of tenants and loss of affordable housing stock in the city.	Ongoing communication with owners, service providers, and eligible potential purchasers; work with owners of deed-restricted units on an ongoing basis, in particular at the time of change of ownership.
20. Housing Rehabilitation Programs	Assist 300 lower-income units to address potential displacement, especially in areas of the city with the poorest housing conditions.	Complete study and survey in 2023. Rehabilitation program is ongoing.
21. Code Enforcement Program	Inspect 2,000 units annually	Ongoing
22. Replacement of Existing Affordable Units	N/A	Ongoing
Goal HE-5: Provide Equitable Housing and Supportive Services		
23. Continue to Support Organizations Assisting Homeless Persons	Annually, assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. As part of this, increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. .	Apply for funding annually
24. Continue to Assist the Disabled in Community Development Block Grant Project Areas	Provide mobility assistance home-repair grants for 120 low-income individuals and households in Stockton, including rental units for owners of four (4) or fewer rental units. Provide mobility assistance home-repair grants for 120 low-income individuals and households in Stockton, including rental units for owners of 4 or fewer rental units.	Annually, contingent upon CDBG funding
25. Universal Design	<u>100 housing units with universal design features to facilitate accessibility for persons with disabilities and seniors; encouraging at least five (5) of these units to be located near transit stations and</u>	<u>Make updates as part of the Comprehensive Development Code update by early 2024.</u> Make updates as part of the Comprehensive Development Code update by

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
	services. 100 housing units with universal design features to facilitate accessibility for persons with disabilities and seniors; encouraging at least 5 of these units to be located near transit stations and services.	December 31, 2023
26. Assist Farm Workers and other Members of the Workforce	Assist other organizations in developing at least 100 units or housing for farmworkers in Stockton or in the County during the planning period.	Meet twice per year to explore opportunities for farmworker housing
27. Addressing the Needs of Those with Disabilities	N/A	Revise the Reasonable Accommodation procedure including the findings as part of the Comprehensive Development Code Update by early 2024. Prepare public information on Reasonable Accommodations by June 2024. Continue to partner with the Valley Mountain Regional Center and review the materials on the City website annually starting in 2024 and update as needed after each annual review. Revise the Reasonable Accommodation findings as part of the Comprehensive Development Code Update by December 31, 2023. Prepare public information on Reasonable Accommodations by June 2024. Continue to partner with the Valley Mountain Regional Center and review the materials on the City website annually starting in 2024 and update as needed after each annual review.
28. Practices to Affirmatively Further Fair Housing	See individual strategies bulleted in the program language at left with specific targets.	Refer to each strategy in this Affirmatively Furthering Fair Housing (AFFH) program for specific time frames.
29. Environmental Health and Access to Resources	See individual strategies bulleted in the program language at left with specific targets.	Refer to each strategy in this program for specific time frames.
30. Removal of Racially Restrictive Covenants	Remove all racially restrictive covenants from Stockton City-owned properties by December 2025 and assist in the removal of all known privately owned properties by the end of the 6th housing cycle. Advertise County program starting in 2025; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2025, with ongoing reminders in City publications and at City events. Support County enforcement of this State requirement as appropriate through City actions. Work with at least 20 property owners annually to support their efforts to remove restrictions from their deeds. Remove all racially restrictive covenants from Stockton City-owned properties by June 2025 and from privately owned properties by the end of the planning period. Advertise County program starting in 2025; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2025, with ongoing reminders in City publications and at City events.	Remove all covenants on City-owned properties by December 2025; launch informational campaign between June and December 2025; encouragement of removal of covenants from private properties is ongoing. Remove all covenants on City-owned properties by June 2025; launch informational campaign between June and December 2025; encouragement of removal of covenants from private properties is ongoing.

IMPLEMENTATION	QUANTIFIED OBJECTIVES	TIME FRAME
	Support County enforcement of this State requirement as appropriate through City actions. Work with at least 20 property owners annually to support their efforts to remove restrictions from their deeds.	

QUANTIFIED OBJECTIVES

Table HE-1 below summarizes the City's quantified objectives for new construction, rehabilitation, preservation, and housing assistance over an eight-year time frame. These quantified objectives represent targets. They are estimates based on past experience, anticipated funding levels, and anticipated housing market conditions.

Table HE-1: SUMMARY OF QUANTIFIED OBJECTIVES

2023-2031

PROGRAM	EXTREMELY LOW	VERY LOW	LOW	MODERATE	ABOVE-MODERATE	TOTAL HOUSEHOLDS
New Construction ¹	1,232	1,233	1,548	2,572	6,088	12,673
Rehabilitation ²	700	900	900	-	-	2,500
Conservation/Preservation of At-Risk Units ³	600	957	985	825	825	4,192

Notes:

1. Corresponds to the City's RHNA.
2. Corresponds to objectives in Programs 14, 20, and 21.
3. Corresponds to the at-risk affordable assisted units in the city (see Housing Needs Assessment, Table HE-42 and Program 19) and objectives from Programs 9 aiming to conserve existing housing.

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Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

The following comments summarize feedback received from all workshops, study sessions, neighborhood meetings, go-to-them-events, stakeholder interviews, and one-on-one meetings.

HOUSING

General Comments

- Existing buildings have problems with windows and egress.
- Need to maintain and improve the code to allow mixed-use and downtown residential more viable.
- Having to meet all residential and all commercial development codes is expensive.
- People who moved into live-work lofts were living but not working there.
- Residential is by-right in CD zone, which helps.
- If Stockton wants more housing, it needs to create business and make it easier to develop 3-story garden apartments with stairs and no elevator. can't do 4 stories with elevators or podiums and justified by the rents. Three stories usually hit around 24 units/acre.
- The city didn't want apartments previously but has changed its tune and now supports them.
- Notice more than just property owners directly impacted by the efforts.
- Consider inclusionary housing policies for the City.
- Concern about equity and housing justice; protect against gentrification.
- Consider inclusionary housing and a community land trust.
- 60-80 units per acre is the minimum number of units some need for a new affordable housing project. Mutual Housing is working on a project that is about 120 units per acre, but this project could be up to 200 units per acre.
- Infrastructure and environment can be a big issue in infill sites.
- What happens if the City does not hit its RHNA numbers?
- Explore the affordable gap in private project development.
- Explore or encourage the use of Master Development Plans.
- Does the City give bonds to help out with construction costs?
- How is the Housing Action Plan (HAP) useful if it is not legally binding?
- Include more CEQA streamlining recommendations and allowances.
- City doesn't do anything to help low-income communities on the edges/fringes.
- Are there sub-categories within lower income?
- Some sites identified have constraints, so they haven't been developed yet. For example, title issues, infrastructure issues, and environmental constraints.
- The City process of working with applicants and saying yes to projects has improved, but more work is needed. The City could be more proactive than reactive in helping projects progress.
- Need exemptions for offsite infrastructure improvements for affordable housing - cost kills projects.
- City must find funding for outdated offsite infrastructure (streetlights/sidewalks).
- EIFDs to attract developers.
- Nonprofit projects shouldn't be treated like for-profit development.
- Infill costs of deferred maintenance put off onto affordable projects makes them no longer affordable.
- The City should maintain impact fee waivers for affordable projects.
- Priority sites should follow the dollars/funding sources, be transparent with funding sources, and encourage flexibility with sites.
- Further streamlining of the permit process.
- Pre-designed plans or approvals would help, especially with infill/scattered site development.
- Need the ability for waivers on oddly shaped parcels.
- Funders avoid items that trigger prevailing wages.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- Interested in Adaptive Reuse of buildings downtown and any potential waivers/incentives in the Development Code that could help them attract developers.
- Parking reductions don't help them, as tenants are not located near quality transit want to park.
- Stockton lacks quality transit as compared to Sacramento, and maybe when we get there, less parking outside the downtown will help, but not now.
- The area needs a better bike/ped system.
- SESP has made projects pencil out. With rising interest rates, without SESP, they would stop building in Stockton due to financial constraints.
- RSSC is forming a Housing Justice coalition creating separate entity. Will the City be a part of that effort.

NEIGHBORHOOD PLANS

General Comments

- Do not concentrate on affordable housing in one place.
- People need help beyond housing, including education and jobs. Some people do not want government assistance or housing support.
- Improve homelessness and safety in all three Study Areas.
- Landlords are pushing people out of their homes. Address emergency housing situations in the plans. Police are also clearing encampments and belongings.
- Allow an environment that is conducive to promoting/improving properties; improve customer service at the Planning counter.
- People drive fast on Pock Lane, there is a need for speed bumps.
- There is a need for police patrol at the farmer's market.
- Re-stripe streets where needed. There are inoperable cars on the street that need to be removed.
- Improve and maintain parks throughout the City, especially the basketball courts. Most parks are safe during the day but feel unsafe at night.
- There is a need for remodeling and renovation of old dilapidated businesses. Perhaps more City money or grants could help with this.
- Addressing safety concerns should be the main focus.
- There is a need for duplex/triplex/fourplex units in these neighborhoods. Could be rentals or ownership units, but they need to be attainable. It would be nice to have a program to help people purchase these units.
- Provide resources and housing opportunities for the homeless.
- Reach out to the community and ask them what they would like to see in their neighborhood. The Dorothy Jones Community Center could be a venue option for an open house in South Airport Way. Talk with the churches in these areas to spread the word about the open house. Lueathel from the African American Chamber of Commerce San Joaquin is part of the Ministerial Alliance that meets at a church near South Airport Way. They can help spread the word about the open house. Work closely with Assembly Bill 617.
- Community ambassadors can help address safety concerns in these neighborhoods, especially in South Airport Way.
- The wages for jobs in Stockton must equal the cost of living. People that live here commute outside of Stockton for work. There are not a lot of high-paying jobs in San Joaquin County.
- People cannot afford to buy homes because they are getting priced out by bay area investors.
- There are multiple generations living in the same home in Stockton. The COVID-19 pandemic increased this issue.
- Take into consideration parking when planning new housing in these areas.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- There is a need for affordable housing in Stockton, especially in North Stockton. Prioritize higher-density multifamily housing that is affordable and near transit.
- There are no benches at many bus stops.
- Support the placement of new housing in walkable areas near grocery stores. Help ensure single-family homes are being purchased by individuals and families instead of organizations.
- Are there plans to form a committee as part of the Neighborhood Action Plan effort?
- Reach out to the community to ask them about their housing needs. Hold pop-ups at an existing event or maybe at a park. Attend resource fairs. Use Stocktonia.org to advertise events. Go to churches and have a booth (St. George's is the main church). Utilize Council Members to spread the word.
- Barriers to housing include community opposition and drug abuse. There is also not enough space to build housing.
- People cannot afford homes because they are getting priced out.
- There are vacant industrial buildings that are underutilized.
- High development impact fees can be a barrier to housing development, one of our developers was charged a significant amount of school fees.
- Timing is important for developers; they lose money each month their project is delayed. Treat developers as customers.
- Support adaptive reuse of buildings like the Anaheim Packing building.
- There is a need for hotels, especially in downtown Stockton.
- Hatch workshop could benefit from some type of support.
- Build relationships with hotels and support the conversion of hotels to homes.
- Recommends the City create a homeownership training course that is available for the public. Do workshops in the encampments to boost the morale of the people living there.
- Support mixed-use housing development in these neighborhoods. There is a need for housing with wrap-around services, including a pharmacy, health services, and food. Also recommends live/work units.
- There is land that is underutilized and could be used for housing, but the owners do not want to do anything with the land.
- Housing needs to be accessible for the elderly and people with disabilities.
- There are people that commute to Amazon but do not live in Stockton. Consider how we can provide housing and activities for young people to entice them to live in the City. Young people need a place to live with parking. Provide nice walking trails or tracks where people can walk and play games.
- Some neighborhoods have a liquor store instead of a grocery store.
- Encourage the San Joaquin Regional Transit District bus to run more often.
- Infrastructure can be a barrier to housing development in all three neighborhoods, especially sewer and water upgrades. Funding for infrastructure upgrades can also be an issue. Some grants kick in prevailing wages which increases the cost to build new housing.
- Building affordable housing tends to pencil out more than market-rate housing in Stockton because of the funding opportunities.
- Look into the GreenMeansGo program from the Sacramento Area Council of Governments as a potential funding source.
- Environmental cleanup can also be a constraint.
- It could be costly to upgrade the telecom boxes, but this does not come up often when developing housing.
- It would help if the owner could give the land to an affordable housing developer and/or not charge the holding cost.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- Enterprise is working on a displacement assessment for the City. Maybe some of the actions can tie into the action plans.
- There is a need for quality education, jobs, and housing in all study areas.
- Safety and drug use is a concern.
- Hold a training session for the board members and youth before starting the project's engagement efforts. Maybe hold a charette style workshop. Provide a one to two-month notice before scheduling an outreach event or training.
- Look into the Reconnecting Communities Pilot program. The National Parks Service has a History of Equal Rights grant opportunity.
- Consider the Hatch Workshop as a venue for outreach.
- The City does not have the funding needed for new affordable housing development. There is typically a need for local money to build affordable housing. Fee waivers or free land helps affordable housing developers. Also, the monthly rates housing developers can charge in San Joaquin County is much lower compared to other Counties. There is a need for project-based vouchers to get rental assistance for affordable projects.
- The more concessions and incentives the City can provide for affordable housing projects the better. Parking can be an issue, requiring less parking in areas that are near public transit.
- The City has opportunities to tap into State funds that could help pencil out affordable housing projects. Permanent Local Housing Allocation (PLHA) grants are one example.
- Lessening the permit review time can help since affordable housing developers cannot apply for grants until the entitlement process is finished. It can be burdensome for affordable housing development. Also, having one point of contact throughout the development review process is helpful instead of having multiple contacts.
- Basic amenities nearby are needed for new affordable housing development, including schools, transit, and grocery stores. New affordable housing near high quality transit opens up additional funding sources from the State, such as the Affordable Housing and Sustainable Communities grant.
- To qualify for a large family affordable housing project, a developer needs a minimum of 25 percent two-bedroom and 25 percent three-bedroom units.
- For a senior or supportive housing project, a developer might need a one-acre site. 2.5 to 3 acres could be needed for a family affordable housing project.
- Job training, workforce development and education would help the unhoused population. Encourage small business opportunities.
- The roads are unsafe for pedestrians and bicyclists, people drive fast on the roads in these neighborhoods. Make sure the bikeways are connected.
- Reinvent South Stockton Coalition is working with the Community Foundation to create a Stockton housing innovation fund that would be Citywide. It would be a private housing trust fund.
- Low-income apartments are needed in these neighborhoods. Visionary Homebuilders is a good partner, they build great properties. Maintenance of apartments is also important.
- The three study areas were hard to reach and hard to count for the census. An aging group of seniors and youth may not have services or amenities in these areas. Everyone is trying to figure out how to address issues in these neighborhoods.
- The lack of broadband and internet access is also an issue. There is no broadband in Little Manila/Gleason Park. Communication is very important; look into how to increase access in these neighborhoods.
- Transportation is an issue in these areas. The elderly need support to get to and from the doctor's office.
- Educational attainment is a concern in these neighborhoods.
- Health disparities exist in these neighborhoods. A lot of people do not want to live on the freeway because of air pollution.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- The parks are not safe in these neighborhoods.
- There is a lot of veterans in these neighborhoods and registered sex offenders. There is a need for mental health services.
- To reach these communities, recommend sending out people that can be trusted by each community group should knock on doors. The San Joaquin County Hispanic Chamber of Commerce had success during the Census gathering because of this effort. They also handed out information through paychecks. The utility bill is also a good place to insert information.
- We need homes with four to five bedrooms because multiple families could live in the same home.
- Better wi-fi is needed in new apartments. Work with the creator of Pac West to increase internet access in these neighborhoods.
- All three areas are uniquely different, but they have the same need for affordable and market-rate housing that can bring some new life to it. There is a need for missing middle housing.
- If there are environmental issues at any site, reach out to the State to see what can be done in terms of funding to clean up the site.
- San Joaquin Partnership is working with the County Office of Education, University of Pacific, Worknet and Delta College on a program for the next generation of workers. Look at the Volt Institute in Modesto. Focus on text generation programs that include mechanics, artificial intelligence, and robotics.
- Set up a working group or some type of meeting with housing developers.
- Support for infill development with wrap-around services.
- There is a need for housing for families, such as duplexes, triplexes, apartments with two or more bedrooms.
- Cost of materials and labor is a barrier to housing development. The cost has gone down recently, but it is still expensive.
- There are absentee owners that change the dynamic of the neighborhood.
- Transportation can be an issue since some households in the area might only have one car per family.
- Educate landowners and homeowners about accessory dwelling units and junior dwelling units.
- Engage the landowners in the neighborhoods to ask them why they are not developing the sites.
- Resident input is very important. Talk with Reinvent Stockton Coalition, Little Manila Rising, Seventh Day Adventist Church, San Joaquin Council of Governments, public health services. Attending the farmers market event STAND holds. STAND also has two trust builders that go door to door. Identify the community member that is willing to be a leader to spread the word. STAND also sends out an eblast we can include information on. Work with the Housing Authority. Keep the messaging simple. Visuals work well. Talk with Saint Linus Church. Loop in the police department.
- The Notice of Funding Availability (NOFA) applications can be challenging. They are on a point system, and you need to show where the amenities are in proximity to the proposed housing development.
- Look for vacant land where no one is living.

Cabral/East Cabral Comments

- There has been at least one walking study completed from the Cabral station to the Amtrak station. The study found it was difficult to cross the streets in some areas and there are also handicap issues. There is also an issue with lighting during the wintertime since it gets dark earlier. Some of the lights under the freeway are broken. The homeless might be breaking the lights so people are not able to see where they are sleeping.
- There are key neighborhood commercial nodes in the Cabral/East Cabral/East Cabral Station Area, including along Wilson Way, Weber, and California. Think about how the action plans will promote sustainable corridors. This area needs more green space. Is the City working on a Downtown Station plan? Think about connectivity to

the Cabral Train Station. Maybe the City can provide pedestrian friendly wayfinding from the train station. SJCOG is working with the rail commission to install bicycle parking at the rail station. There are not a lot of activities in downtown. Maybe live/work and mixed-use housing could work here. Look at circulation and mobility. How can we improve circulation in this neighborhood?

- Nonresponsive owners in the Cabral/East Cabral Station Area are an issue. There is a need for services and amenities in this area. Be mindful of building housing next to freeways.
- There is a need for streetlights that work and improved sidewalks. The walk from Amtrak to the Cabral Train station does not feel safe.
- There must be a mix of market-rate and affordable housing in the Cabral/East Cabral Station Area. Build housing that provides a certain percentage of market-rate and affordable units. Find ways to incentivize market-rate housing. Maybe the City can waive certain fees. The City of Modesto has a forgiveness program the City can look into which waives certain planning and building fees for new development downtown.
- There is a need for rental housing. However, in the Cabral/East Cabral Station Area, lower the number of rental units so there are also homeownership opportunities for those living in this neighborhood.
- Cabral/East Cabral Station Area has been a big interest for a mixed-use development with complimentary amenities for some time.
- Make building multifamily, affordable housing near the train station easier. There are examples out there that we can look at to see how can build market-rate housing near rail. Make sure vacancy rates are low. Corridors need to be cleaned up. Larger sites are owned by a handful of entities, so getting them together can be challenging.
- Pedestrian scale lighting standards should be added for safety as well as a wayfinding program.
- For smaller lots, the City should explore infill allowances for zero and/or small setbacks.
- The City should explore a transit-oriented development overlay to encourage more development by allowing no height restrictions, greater densities, flexible parking standards, and prohibiting specific auto-oriented uses (drive-throughs, fueling stations, carwashes, storage, etc.).

Little Manila/Gleason Park Comments

- There is an opportunity for placemaking and orienting people to the history of the Little Manila/Gleason Park study area. Maybe some improvements can be made to signify that this area is a gateway into the City. Market this area as a place that is worthy of people visiting. Access to the train station is challenging. We need a clear access point from the train station. Orient buildings and development towards the Mormon Slough. Maybe we can add a greenway along the Mormon Slough.
- During the walking tour of Little Manila/Gleason Park, the consultant team noticed: broken, uneven sidewalks; lack of trees and shade; no crosswalk on South San Joaquin Street and East Sonora Street; cars drive fast; and there are no trash bins. A schoolteacher cleans the street where she lives because there is daily trash in the street (a nearby restaurant that opens VERY early – the primary clientele is day laborers.)
- Live/work units could work well in Little Manila/Gleason Park and in the Cabral/East Cabral Station Area. Provide a space where artists can work and live.
- Gleason Park is the last major development that has occurred in the Little Manila/Gleason Park neighborhood.
- Ideas for reimagining Mormon slough includes bike lanes and a community garden.
- There will be a new navigation center near Little Manila/Gleason Park that will provide case management.
- There is a need for champions in Little Manila/Gleason Park that will encourage neighbors to maintain their properties.
- There are corner store markets in Little Manila/Gleason Park, but they do not offer healthy food options.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- The lot sizes in Little Manila/Gleason Park constrain housing development. Housing preservation could work in this area. GRID has a single-family retrofit program the project team could look into.
- In the Little Manila/Gleason Park neighborhood, multiple families live in one home. There are also very few grocery stores in this neighborhood. Several agencies serve the unhoused community living in this neighborhood, people are fearful of the homeless. Talk to the police department.
- Improvement ideas proposed for the Mormon Slough include a bike trail, community center or a place for the youth, park, walking trail, and affordable housing near the slough.
- A potential new housing site in Little Manila/Gleason Park could include the parking lot on Sutter Street next to the community garden. It is an underutilized parking lot. Can also consider the parking lot and house at 520 South Hunter Street. Little Manila Rising is planning to build housing on the top floors of their two buildings.
- Lack of curb cuts and inaccessible sidewalks is an issue in Little Manila/Gleason Park. The tree wells are also not large enough for tree planting. There are concerns about asthma in this neighborhood. Buildings in Little Manila might not be up to code.
- Little Manila Rising may become a Community Development Corporation in a few years. How often does the Mormon Slough get water? Think about why the unhoused population congregates there. Maybe the City can build tiny homes. Bakersfield received an award for its plan on river access. Promote nontraditional models of housing for the homeless.
- The Little Manila/Gleason Park area could be developed further. Mormon Slough should be a priority, addressing the challenges occurring here. To address the small lot size issues in this study area, talk to the property owners to get buy in to adjust the lot sizes. Give people options.
- Maybe live/work units could work near the Mormon slough.
- The Central Valley is trying to target tech and 30 year old's that are not ready to buy a home yet.
- The San Joaquin Partnership have been receiving calls related to data centers.
- The area needs pedestrian-scale lighting standards and increased coverage standards.
- Traffic calming measures should be included (Bulb-outs, safe pedestrian crossings, etc.).
- For smaller lots, the City should explore infill allowances for zero and/or small setbacks.
- Larger tree wells to accommodate trees provide benefits beyond ornamental/aesthetic function.

South AirPort Area Comments

- There are commercial needs along the South Airport Way corridor.
- A lot of families in the South Airport Way neighborhood do not have transportation. Create a lively vibrant place where people can walk.
- Acknowledge the County fairgrounds When talking with people about the South Airport Way study area.
- One of the strategies is a community land trust.
- The 8th Street and South Airport Way project is a catalyst project for this neighborhood; moving this project along as much as possible is very important.
- In the South Airport Way study area, the City could help housing developers by showing the environmental issues in this area.
- Faith-based housing development could also be investigated.
- Consider extending the area boundary further south to examine how the industrial plays into the residential areas. There may be climate-related funding opportunities in this area. South Airport Way also needs rapid bus transit.
- Access to fresh foods is a need for the South Airport Way neighborhood. There is also a need for thriving businesses, parks, outdoor open spaces, and grocery stores in this neighborhood. There is a safety concern in this area.

Shape Stockton Housing and Neighborhood Feedback Summary-*updated June 2023*

- Put beds or tiny homes on the old racetrack for the homeless.
- Think about what can be developed in the South Airport Way study area. There is a need for commercials as there is a food desert. Need to have access to grocery stores and other amenities.
- Reinvent South Stockton Coalition is looking at a low-income homeowner rehab program that could be for Fairview Terrace or Citywide.
- There is a plan for bikeways along South Airport Way. There is an opportunity for transit-oriented development near the bus transit stop. Provide transportation opportunities to the job center area to the south. There are challenges for people to get to the job center after hours. Consider where there are opportunities to put housing and other amenities along the South Airport Way corridor.
- South Airport Way is a very busy street. The streets are not conducive or safe for walking. The levee could be a nice place where people can walk, but there are homeless people in this area and some people feel unsafe. From Carpenter Street to Fair Street there are at least six schools. Promote safe routes to schools along this route. Build a walking path from the Sierra Vista affordable housing development to the Dorothy Jones Community Center. Have a participatory list where people can rotate and walk kids to school.
- Lots along South Airport Way might have environmental contamination issues which is a barrier to development since it is expensive to clean up the site. For example, the site located at the southeast corner of Ophir Street and 8th Street has environmental issues. The lot adjacent to Rancho San Miguel is also contaminated.
- South Airport way needs more multifamily housing and commercial development to support housing.
- South Airport Way has the highest rates of asthma, lowest education rates. There is also a concern about crime and safety. Trees are needed in this neighborhood. South Airport way is a food desert. The corridor also needs more streetlights.
- The South Airport Area study area is pretty built in from a residential perspective. Look down Mariposa Road.
- Look at the internet cable and where the water connection is located. Cable was very expensive to bring out there.
- Expand the boundary to Charter Way and encourage a grocery store or shopping center. There are also other dilapidated areas in the City to consider. The area around Ponce is worse than Sierra Vista.
- The City should explore minimum heights and/or stories to require larger nonresidential uses along Airport.
- Encourage the creation and use of more private and public owed spaces.
- Increase the amount of street trees/landscaping along Airport and side streets.
- Enhanced paving materials along Airport and side streets.
- Specific options for benches/trash receptacles/lighting/etc.
- Pedestrian-scale lighting standards.

SAFETY ELEMENT UPDATES

- Climate change is an issue and adaption, and resiliency must be addressed in City standards.
- Service and evacuation routes should be updated to reflect environmental and climate change impacts.



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August 18, 2023

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**RE: Follow Up Letter Regarding Stockton's Revised Housing Element,
June 2023 Public Draft**

Dear Planning Department Staff, Consultants, Mayor Lincoln, and City Councilmembers:

DRC appreciates the City of Stockton's incorporation of some of the comments DRC made regarding the City's April 2023 Draft of its Housing Element – notably a commitment to update its reasonable accommodation ordinance and to coordinate with the regional transit authority to ensure accessible transit for people with disabilities. Please find DRC's May 15, 2023 original comment letter here as Attachment A.

Notably, the City did not integrate important recommendations such as:

- (1) a Program for Supportive Housing for People with Disabilities,
- (2) Meaningful Housing Programs for Unhoused Stocktonians,
- (3) Programs for the expansion of Tenant Rights; or,
- (4) other recommendations for disabled Stocktonians.

While we thank the City's Planning Department for the revisions it did adopt, we still urge the City to make changes to align with our recommendations in Attachment A, DRC's May 15, 2023 Letter to the City with Comments on Stockton's Public Draft Housing Element, April 2023.

The City Fails to Affirmatively Further Fair Housing in the Current Draft

A. The City of Stockton's Revised Housing Element Contains Zero Plans for Permanent Housing for Stockton's 5,000 and Counting Houseless Individuals.

The City's needs assessment, assessment of governmental constraints, and programs regarding unhoused are inconsistent with state and federal law. The State has committed to Housing First principles, affirmatively furthering fair housing, and must abide by the federal Fair Housing Act, Constitution, and the Americans with Disabilities Act.

First, the City needs to proactively commit to exploring its own data and analysis, as well as the analysis provided by trusted community partners like the Stockton Housing Justice Coalition, St. Mary's Dining Hall, and DRC. The City should utilize the data and analysis it has, and use it to craft Programs which reflect the verifiable needs of the Stockton community for housing. These Programs must have well-articulated steps, timelines, and quantifiable objectives proportional to the needs for housing for the people of Stockton.

In response to DRC's initial comments that the City's estimate of its unhoused population is low, the City states that it will continue to monitor counts of unhoused as they are updated by qualified providers. See City of Stockton, [*Revised Draft Housing Element*](#), pg. 378/454, June 2023.

According to Community Based Organizations working with homeless in the many encampments in Stockton, the number is closer to 5,000 people who may need emergency shelter on any given night. These numbers are based on local projections provided by our regional partners. For example, DRC holds a free legal clinic at St. Mary's Dining Hall, a community based organization which substantiates the 5,000 homeless it serves in Stockton; a qualified source. The majority of the people who visit the clinic do not have their SSI or General Relief; though they meet definitions for various disability listings per the federal Social Security Administration and/or are categorically eligible at 65 years of age or older. There is also an apparent dearth of shelters and services for LGBTQIA+ Homeless Youth and Adults, undocumented people, undocumented farmworkers, DV Survivors, undocumented DV survivors, and/or undocumented DV survivors with children, or people with disabilities with children. So, we urge the City to commit to evaluating its data regarding the unhoused population, as well as their intersectional needs.

Further, the needs assessment should address the intersection of disability, homelessness, and criminal legal system involvement: (1) the City should recognize that people who are chronically homeless are by definition people with disabilities for their analysis of special populations, (2) unhoused Stocktonians who are formerly incarcerated face incredible barriers to housing in Stockton as they face criminal background checks to obtain it, and (3) people who are formerly incarcerated are mostly people of color and people with disabilities. When we add the intersection of homelessness to a person who is formerly incarcerated *and disabled*, the actual housing choice this person has in Stockton amounts to essentially none.

Second, as discussed in DRC's First Letter- Attachment A, Stockton Municipal Code, Title 8, Chapter 8.100 "Protection of Critical Infrastructure" must be addressed as a barrier to housing for people who are unhoused and disabled. This Ordinance is among the most punitive and restrictive in the State. It broadly defines "critical infrastructure" to include locations ranging from hospitals to parks and then bans "camping" near those areas at the risk of misdemeanor charges and **up to \$25,000** in daily fines. Criminalization, hefty fines, and loss of resources resulting from sweeps authorized by this Ordinance will inevitably lead to a cycle of homelessness that is impossible for a person, especially a

person with disabilities, to escape. It is widely known that homelessness has a significant disparate impact based on race¹ and disability.

The City states, regarding this Ordinance, that: “Staff believes this does not create a barrier to establishing or being housed in a new shelter as defined by state law.” See City of Stockton, [Revised Draft Housing Element](#), pg. 369/454, June 2023. The City does not analyze whether the Ordinance is a barrier or not, it misconstrues shelter as housing, and does not address what the cycle of displacing people without providing services does to contribute to worsened housing stability. The City must address the impact of such an Ordinance both as a governmental constraint as well as an impediment to AFFH.

Even if the City’s camping ban were not so punitive, the City has not identified appropriate services and housing for its unhoused community and has no program to address that issue. Community groups in the City of Stockton such as the Stockton Echo Chamber, Faith in the Valley, and the Stockton Housing Justice Coalition, have told the City: “No Displacement Without Navigation.” However, through DRC’s community work, it knows there are not adequate public benefit services, shelter services, housing, food, transportation, housing or housing-related services *to navigate people to*.

To address this in a meaningful way, the City cannot undercount those who need to be housed. Under Program 23, the City states it aims to assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness, with limited-term rental assistance or utility payments. As part of this, the City states it will increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. The ADA’s integration mandate and *Olmstead v. L.C. et al*, 527 US 581 (1999), the landmark Supreme Court case finding that the Americans with Disabilities Act ensures the right of people with disabilities to live and receive services in the most integrated setting appropriate, including to live in their homes and communities instead of in institutions, and to have greater independence, autonomy, and opportunities to participate fully in civic life: demands more of the City. Through our role as the state’s Protection and Advocacy agency, we know that board and cares and other residential facilities are institutional settings and not the “most integrated” setting appropriate for the vast majority of unhoused individuals. See *Olmstead v. L.C. et al*, 527 US at 591-92, 596.

¹ See University of California San Francisco, *Toward a New Understanding: The California Statewide Study of People Experiencing Homelessness*, June 2023.

Indeed, a federal Department of Justice investigation into Alameda County noted that county's lack of permanent supported housing and stated that: "Unable to access this evidence-based service, many individuals go to board and care homes instead. Board and care homes provide some minimal care and supervision, but residents frequently lack access to needed services and meaningful community life; further, these facilities tend to be overcrowded and highly variable in quality."² Instead, as articulated by Welfare and Institutions Code § 8255 et seq: permanent, evidence-based, housing solutions are necessary. But the Housing Element only indicates that there are 34 permanent supportive housing units for foster youth and 40 for people who are chronically homeless. See City of Stockton, [Revised Public Draft](#), pg. 76/454, June 2023. Yet, Program 23 makes no mention of assisting unhoused individuals through permanent housing. Housing options should be community-based, allow for freedom to come and go, and not have onerous rules. The current Revised Element's focus on the creation of shelter beds or board and cares does not satisfy the City's duty to AFFH: a bed is not a home. We urge the City to refer to Attachment A, and meaningfully explain what programs will be put in place to address the housing needs of the 5,000 and counting unhoused people living in Stockton.

B. The City's Revised Housing Element has Zero Programs to Prevent Displacement of Stockton's Tenants Who Comprise Half of All Households in Stockton—Approximately 150,000 Households.³

As discussed in DRC's previous letter (Attachment A), displacement can create unique harms to people with disabilities, who may have developed formal and informal systems of care, developed accessible transportation routes, and/or modified their homes to accommodate their needs. Displacement can disrupt these systems in a way that is devastating to a person's health.

1. Tenant Protection Policies

² U.S. Department of Justice, Civil Rights Division, Letter to Alameda County Board of Supervisors, County Sheriff/Coroner, and Alameda Health System: *Notice Regarding Investigation of Alameda County, John George Psychiatric Hospital, and Santa Rita Jail*, April 22, 2021.

³ U.S. Census Bureau, Quick Facts, [Stockton \[City, California: Owner-occupied housing unit rate](#), 2017-2021: 51.2%, accessed August 17, 2023.

We advocated for neighborhood stabilization and tenant protection policies which have the most direct and immediate effect on mitigating displacement—this includes a strong local Rent Stabilization Program, including for mobile home parks. The City replied that interviews with the development community have indicated that the housing market (rental/sales) in Stockton do not have the capacity to absorb significant fee increases or significant losses in revenue that would impact net operating income. However, this does not absolve the City of responsibility to create meaningful programs to AFFH under AB 686.

While we are heartened to see that the draft Housing Element now includes a specific action under Program 28 (Practices to Affirmatively Further Fair Housing) to “explore best practices for Rent Stabilization and Just Cause Evictions,” and references the 2019 Tenant Protection Act (Civ. Code § 1946.2), the City must commit to doing more than merely “explore best practices” given the urgent needs of City residents.

We urge the City to implement tenant protections which include a Right to Counsel Program, a Tenant Bill of Rights, a Housing Trust Fund, Land banking, and Rent Stabilization, as discussed in more detail in Attachment A. Notably, half of all households in the City of Stockton are renters. This is for a City of approximately 300,000 households, meaning over 150,000 households rent in the City. A significant number of these 150,000 households are on the brink of homelessness for reasons discussed in Attachment A. Stronger tenant protections are needed to meaningfully AFFH for over half of Stockton’s population under AB 686.

Regarding code enforcement, we recommended that the program include tenant protections to prevent displacement (see displacement discussion above). This could include creating a Rent Escrow Account Program as well as engaging in proactive inspection. DRC can provide sample programs if needed. As part of this program, the City should include enforcement of existing accessibility standards. Local governments can affirmatively further fair housing by ensuring that Code Enforcement staff understand accessibility standards and are enforcing those laws.

In addition, concerning, Policy 4.4, which cross-references Program 21, states that the City will continue to implement a Crime Free Multi-Family Housing Program. However, the California Department of Housing and Community Development’s AB 686 Guidance explicitly recognizes such programs as barriers to AFFH. The City replied, the City will coordinate with the state to

assess if the program is a barrier under current housing law. However, this is not a meaningful response to DRC's comment. See Attachment A. Moreover, the state Attorney General has released guidance to all cities and counties, including Stockton, stating that such policies are discriminatory.⁴ Nonetheless, enforcement of Stockton's ordinance remains in the Housing Element, violating the duty to AFFH.⁵ Not only should the City remove this from the Housing Element, but instead it should commit to removing the Ordinance in order to comply with fair housing law.

2. Housing Preservation and Affordable Housing Development Program

Preventing displacement includes preserving existing affordable housing. Program 19 (Preserve At-Risk Units) does not outline specific actions that would, in fact, preserve at-risk affordable units from conversion to market-rate. The City only commits to monitor the status of at-risk units and "Should the property owner(s) indicate a desire to convert properties, consider providing technical and financial assistance, when possible, to incentivize long-term affordability." See City of Stockton, [Revised Draft Housing Element](#), pg. 429/454, June 2023. This puts the onus on the property owner to contact the City, and even then, the City only commits to considering to help, and states it will work to help residents get Housing Choice Vouchers instead. While the Revised Draft Housing Element now states that the City will "provide information on at-risk housing as well as other housing options and programs for residents and housing advocates on the City's website," this does not preserve at-risk units. The City must do better. At minimum, it should proactively facilitate preservation purchases by local nonprofit developers, community land trusts, and/or tenant organizations.

3. The City's Value Capture Programs are Inadequate or Unlawful

Further, the City's Program 7 suggests that it will develop a density bonus for 100% market rate units: "Density increases allowances for infill projects to

⁴ State of California Office of the Attorney General, Rob Bonta, [E-mail to All Cities and Counties in California regarding "Crime-Free Housing Policies."](#) April 21, 2023.

⁵ See also 2 CCR § 12162: (a) Practices requiring persons to take actions against individuals based upon broad definitions of nuisance activities (such as considering a phone call to, or receipt of a visit or service by, law enforcement or emergency services as a nuisance), or based upon broad definitions of unlawful conduct or criminal activity. For purposes of this section, practices requiring persons to take actions against individuals include mandating initiation of eviction procedures against tenants or occupants, prohibiting renewal of an existing tenancy, or requiring the initiation of adverse actions against one or more tenants, occupants or guests.

exceed the maximum density requirement through an existing 100-percent Density Bonus or through a new process for market rate housing.” While we support local density bonus ordinances that provide for greater affordability, ordinances that do not require such affordability are impermissible under Government Code § 65917, which states:

In enacting this chapter it is the intent of the Legislature that the density bonus or other incentives offered by the city, county, or city and county pursuant to this chapter shall contribute significantly to the economic feasibility of lower income housing in proposed housing developments. In the absence of an agreement by a developer in accordance with Section 65915, a locality shall not offer a density bonus or any other incentive that would undermine the intent of this chapter.

As explained by a court determining that a city that did grant such a density bonus violated that law, a “City’s approval of a density bonus for a residential project that would not qualify for a bonus under the [Density Bonus Law], and is not ‘proportionately lower’ than what is required by the DBL, conflicts with the language and intent of the statute.” See Attachment B, Page 11 (the court’s tentative ruling, which was adopted by the court in *Kennedy Commission et al. v. Costa Mesa et al.* Case No. 30-2016-00832585, Los Angeles Superior Court (2016)). This means that if a local density bonus ordinance requires less affordability than the DBL, then it can only allow increased density that is lower than what is provided for in the state law – the DBL sets the floor of affordability. So, the City should clarify that any updated local Density Bonus Ordinance will increase affordability.

The City Notes in Policy HE-1.11 Transit Oriented Development that it “shall encourage higher-density residential uses and mixed-use development to locate near main transportation routes to offer an alternative means of transportation to employment centers, schools, shopping, and recreational facilities and to promote walking and biking. Consistent with the General Plan policies, the City will establish Transit Oriented Development overlays as part of the Development Code Update. (Programs 2, 5 and 7).” Nothing in the implementing programs suggests that such overlays will include any affordability requirements. Given that the City is creating Neighborhood Action Plans for neighborhoods at high risk of gentrification and displacement (e.g. Little Manila and Cabral Station), it is critical to include some level of affordability (e.g. 15%) in new transit oriented construction.

C. The City's Current Housing Element Does not Plan for Supportive, Accessible, Safe, Non-segregated Housing for Stocktonians with Disabilities.

Government Code Section 65583(a)(4) requires: “an analysis of potential and actual government constraints upon the maintenance, improvement or development of housing... for persons with disabilities as identified in the analysis pursuant to paragraph (4) of subdivision (a), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting ... the need for housing for persons with disabilities (see Screen 7).”

Further, Government Code Section 65583(c)(3) requires the housing element provide a program to “address and where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing for persons with disabilities. The program shall remove constraints to and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.”

In addition to the Housing Element Law, the City must abide by its obligations under federal and state fair housing laws as well as the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. For example, *Olmstead v. L.C. et al*, 527 US 581 (1999) is the landmark Supreme Court case which establishes an Integration Mandate under the Americans with Disabilities Act (ADA) finding that the ADA ensures the right of people with disabilities to live and receive services in the most integrated setting appropriate, including to live in their homes and communities instead of in institutions, and to have greater independence, autonomy, and opportunities to participate fully in civic life.

However, the City's needs analysis is incomplete – it only includes some disabilities. The requirement to analyze the needs of people with disabilities includes all disabilities, not just certain subsets. And, here, the programs and quantified objectives articulated for each program do not match the actual needs according to the City's own analysis and data. The City does not provide or identify the current total, or a goal regarding the potential number of supportive, accessible, safe, inclusive homes to be built for people with disabilities. The City thus fails to adequately quantify and analyze the housing needs of people with disabilities as required under Gov. Code § 65583(a)(7).

We urge the City to implement these objectives in its Housing Element Programs for people with disabilities.

1. Blind/Low-Vision and Deaf/Hard of Hearing Stocktonians

First, there is no discussion of the unique needs of Blind residents, nor those of Deaf residents. The City says it welcomes the chance to speak with DRC about how it can provide more services to different population groups. DRC is happy to collaborate, but the City must do more under the Housing Element Law. A common issue for people with sensory disabilities is the lack of accessible housing. In January 2012, DRC represented three nonprofit disability and fair housing advocacy groups, filing a lawsuit in federal court against the City of Los Angeles and the Los Angeles Redevelopment agency, alleging that the City's housing programs were inaccessible to people with mobility and sensory (vision and hearing) disabilities. See *Independent Living Center of Southern California et al. v. the City of Los Angeles, et al., Central District of California, Case No. 2:12-cv-000551-FMO-PJW* ("ILCSC").⁶ In 2016, the case settled against the City, with a separate settlement against the Redevelopment Agency. It is one of the largest affordable housing accessibility victories, if not the largest, in the country. The agreement, among other things, requires the City to ensure that at least 4,000 of its affordable housing units meet the highly accessible standards required by federal law and to enforce policies that those units are rented to people who need those specific accessibility features. In August 2019, HUD entered into a Voluntary Compliance Agreement with Los Angeles based on similar allegations, with additional obligations, resulting in additional accessible units and policies.

From that evidence and data, as well as our statewide advocacy, we know the following are widespread barriers to access to housing for people with sensory disabilities:

- A large need for affordable, accessible housing;
- Lack of affordable accessible units and units with accessible features;
- Lack of funding for accessibility features and accommodations/modifications;
- Little to no oversight, reporting, and enforcement regarding accessibility and fair housing compliance;

⁶ Disability Rights California, [*Independent Living Center of Southern California et al. v. the City of Los Angeles, et al.*](#), (August 2016).

- A lack of familiarity with legal obligations, resulting in widespread noncompliance;
- Failure to rent the few accessible units that do exist to people with disabilities who need the features; and,
- The Coordinated Entry System's failure to address physical accessibility.

Extensive research explains the need for increased accessibility. California's Final 2020 Analysis of Impediments to Fair Housing Choice lists lack of accessible housing stock as the tenth major impediment to fair housing in the state.⁷ It explained, for example, that 62% of respondents could not find accessible units with accessibility features regardless of price.⁸ We also know that most subsidized housing built prior to the last few years does not include the required accessible units. Key takeaways in the Analysis of Impediments included:

"California has over 4 million Californians with disabilities, many of whom face extreme challenges finding housing that is affordable, accessible, and located near transit and supportive services.

Nearly 75 percent of the state's housing stock was built prior to 1990 and the enactment of the Americans with Disabilities Act (ADA), the earliest federal mandate on accessible development. This means that the majority of California's housing stock is inaccessible for people with disabilities. *Lower-income households are more likely to include members with disabilities than higher-income households. Extremely low-income households are more than twice as likely to include an individual with a disability than households earning above moderate-income.*"⁹ [emphasis added].

The City should assess its own needs for housing accessible to people with sensory disabilities, create a program for the same, and ensure that it includes

⁷ See California Department of Housing and Community Development, [Analysis of Impediments to Fair Housing Choice at pg. 433: Impediment #10 Insufficient Accessible Housing Stock](#), 2020.

⁸ *Id.* at 40 (62% of respondents could not find an accessible units with accessibility/handicapped features regardless of price). *Id.* at 54 (23% of persons 65 and older have an ambulatory disability). *Id.* at 57 (12.8 percent of income eligible households include someone with a hearing or visual disability, 17.9 percent of income eligible households includes someone with an ambulatory disability). *Id.* at 381 (noncompliance with FEHO physical accessibility requirements frequently found in FEHO reviews of 19 California jurisdictions).

⁹ *Id.* at 18.

quantifiable objectives for Stocktonians with vision and hearing disabilities. We also again urge the City to make the funding discussed in Program 24 available to multifamily buildings of more than 4 units.

2. Stocktonians with Intellectual and/or Developmental Disabilities (I/DD)

In California, less than 16% of adults with developmental disabilities own or rent their own homes; the overwhelming majority live with an aging caregiver – usually a parent or guardian.¹⁰ Few have options or plans in place for when those parents or guardians die. In regard to DRC’s previous comment, the City wrote, “this information has been used to update the section on those with Developmental Disabilities in the Existing Needs Assessment Section.” See City of Stockton, [Revised Draft Housing Element](#), pg. 382/454, June 2023. However, the City should more clearly articulate a program to address those needs. Regarding housing for people with I/DD, programs and quantifiable objectives were not added per DRC’s recommendations in its first letter. (See Attachment A). The only plans for people with I/DD appear to be institutions: “...These residential homes are for adults with intellectual and developmental disabilities who also have medical, behavioral, or age related support needs...” The City says it will continue to work with the Valley Mountain Regional Center to implement an outreach program that informs families in the city about housing and services available for persons with developmental disabilities. However, what those are is left unknown.

The lack of affordable, accessible, inclusive housing results in prolonged institutional stays and escalated crises and traumas. And because California serves people with I/DD regionally, individuals might not be referred to units outside that region, raising fair housing concerns. Additionally, many individuals with I/DD highly value routine and familiarity. These values mean that remaining in one's own home is preferable for some than to moving into new, project-based units. While usually cost-effective, few opportunities to support someone through rental assistance exist; and, this can cause turmoil when an aging caregiver dies. We had one situation where a sibling-caregiver passed away, leaving two siblings, both with disabilities, but only one eligible for I/DD services, in the unit. Finding a way for both to remain housed required enormous advocacy and creativity that most people do not have access to.

DRC recommends the City work with Valley Mountain Regional Center and other organizations to assess the number of unhoused Stocktonians with I/DD.

¹⁰ The Kelsey, [Cal. State Council on Dev’tal. Disabilities, and the Lanterman Housing Alliance, A Crisis within a Crisis: Housing for Californians with Developmental Disabilities](#), Fact Sheet, (Nov. 2019).

We also urge the City to explicitly identify some of the following issues in the Housing Element for the topics below, and collaborate with the regional center on:

- (1) committing to obtaining resources for rent-subsidized affordable housing (with services if necessary) for people with I/DD,
- (2) creating and preserving accessible housing; and,
- (3) ensuring rental-based tenant assistance meets the unique needs of people with I/DD and includes housing navigation supports for this subpopulation of people with disabilities.

Few regional centers contract with housing navigators – but people with specialized training to help place individuals in housing can be critical. Also, only relying on institutions is a potential violation of the ADA and *Olmstead*, as people with disabilities have the right to live independently in their communities.

Additionally, the City should work with the County to assess whether the Public Housing Authority of the County of San Joaquin is complying with the obligation to exclude In-home Supportive Services Income of family members serving as caregivers when it calculates household income. See *Reilly v. Marin Housing Authority*, 10 Cal. 5th 583 (2020). In addition, the U.S. Department of Housing and Urban Development has updated its regulations to reflect the holding from *Reilly*, such that, effective January 1, 2024, IHSS income will be specifically excluded by regulation. See 24 CFR 5.609 (b)(19).

If the housing authority is not complying, that should be identified as a governmental constraint on the maintenance of housing for people with disabilities. Overall, individuals with I/DD should have the choice to live in the most integrated, non-segregated settings possible.

3. Stocktonians with Mental Health Disabilities

As recommended in our first letter, the City should separately analyze the housing needs of people with mental health disabilities and create programs to specifically address those needs. Though the City is open to exploring various types of subgroups beyond what is required by state law and the census, it has not done so in this Housing Element. See City of Stockton, [Revised Draft Housing Element](#), pg. 376/454, June 2023. By not assessing the needs of people with mental health disabilities, the City has failed to adequately assess the needs of people with disabilities.

Individuals with mental health or substance use disabilities experience numerous challenges in securing affordable housing. These include denials of reasonable accommodations, crime-free policies (such as Stockton's), criminal records screening policies, credit screening policies, problems with CES programs, and requiring treatment for substance use disorder before entering housing.

As noted above, crime-free ordinances are discriminatory. But they have a uniquely negative impact on people with mental health disabilities. Individuals with disabilities, including mental health and substance use disabilities, often require emergency services to get assistance with medical issues that result from their disability.¹¹ And such policies disproportionately impact Black and Latinx renters¹² and people with disabilities, including mental health disabilities.¹³ “[Chronic nuisance ordinances] thus force people with physical or mental disabilities to make an impossible choice between calling 911 and risking eviction or foregoing medical assistance in a crisis.” So, again, the City should commit to removing its crime-free multihousing program.

DRC investigations have found that people with mental health disabilities, particularly those with serious mental illness and/or co-occurring Substance Use Disorder, are at serious risk of institutionalization and/or being unable to transition out of institutions due to the lack of affordable, accessible housing with appropriate voluntary supports. Instead of providing such housing, local authorities rely on involuntary commitment and misdemeanor criminal laws to move individuals off the street and into psychiatric institutions, emergency departments, or jails and juvenile detention facilities.¹⁴ This often leaves people with mental health disabilities and/or SUD either institutionalized and/or houseless.

¹¹ Alisha Jarwala et al., [When Disability Is a “Nuisance”: How Chronic Nuisance Ordinances Push Residents with Disabilities Out of Their Homes](#), 54 Harv. C.R.-C.L. L. Rev. 875 (2019).

¹² Liam Dillon, Ben Poston & Julia Barajas, [Black and Latino renters face eviction, exclusion amid police crackdowns in California](#), Los Angeles Times (Nov. 19, 2020); Deborah N. Archer, [Racial Exclusion Through Crime-Free Housing Ordinances](#), Am. Const. Soc’y (Nov. 2019); State of California Department of Justice, [California Task Force to Study and Develop Reparation Proposals for African Americans](#), (June 2023).

¹³ Alisha Jarwala et al., [When Disability Is a “Nuisance,”](#) 54 Harv. C.R.-C.L. L. Rev. 875 (2019).

¹⁴ [Disability Rights California Lawsuit against Alameda County](#), Disability Rights California (Sep. 9, 2021).

This cycling of individuals between houselessness and institutionalization also has a disparate impact based on race. In *Disability Rights California v. County of Alameda*, DRC challenged the unnecessary segregation of people with mental health disabilities in psychiatric institutions and the failure to ensure people with disabilities are provided the housing and services they need. DRC found that the County institutionalized people at a rate more than three-and-a-half times California's statewide average. DRC also found significant racial disparities in the behavioral health and housing systems. For example, even though Black residents make up 11% of Alameda County's population, DRC found that half of the homeless and jail populations are Black, and more than half of the people psychiatrically institutionalized ten or more times over a two-year period were Black. Thus, unnecessary institutionalization resulted in greater segregation of Black disabled individuals. As discussed above with regard to houselessness, this means that the City must identify its own ordinances that contribute to this cycle of criminalization and identify programs to increase the production of permanent supported housing – not the institutional, segregating settings currently described in the Housing Element.

4. Stocktonians with Environmental Sensitivity Disabilities

Disability Rights California participated in a site tour of roughly 25 sites in South Stockton on April 12, 2023. Consistent across all 25 sites were the proximity to industrial businesses, lack of transportation, lack of grocery stores, closeness to the I5, 99, and 4 freeways i.e. concerns for pollution, and in some areas, lack of sidewalks and proper lighting. Disability Rights California has talked to community members with disabilities and learned how the lack of sidewalks and proper lighting can prevent neighborhood access and access to opportunity, especially when an extremely limited access to food, goods, and services in the area already exists. This is particularly true for people with environmental sensitivity disabilities, which limit a person's ability to enter environments where there are certain factors including scents, pollutants, or chemicals, which make a person unable to control their allergic reactions. The scope can be mild to severe – from skin allergies to anaphylactic shock. The City must plan for housing for Stocktonians with environmental sensitivity disabilities.

5. Stocktonians with Physical Disabilities

As discussed above, with regard to people with vision and/or hearing disabilities, lack of affordable, accessible housing for people with physical disabilities is a massive problem, and identified by California as a major impediment to fair housing. DRC supports the City's Program 25, but notes that

while universal housing design is important, the Housing Element should be clear that universal design is not synonymous with full accessibility: the needs, goals, and programs should clarify that the City will encourage both. We again urge the City to inventory the amount of its housing stock that is accessible and affordable to people with vision and/or mobility impairments. If the City cannot track these, it should include a program to monitor and track such units, make such information available to the public, and enforce existing accessibility requirements. The City should also make its list of accessible, affordable units available to the public in a variety of formats.

The City states City staff are working on conducting a housing condition survey and monitoring housing capacity sites, but is not sure how a list like this would be implemented as there are a variety of factors that go into a residential unit being deemed ADA accessible in general, and that feedback from groups like DRC is needed for future discussion. See City of Stockton, [Revised Draft Housing Element](#), pg. 381/454, June 2023. DRC is happy to connect on those issues, and urges the City to explicitly include the monitoring, tracking, and enforcement of ADA accessibility into its Housing Element.

We also reiterate our comment that Program 24 should be available for multifamily housing of more than 4 units. This would be an invaluable resource for disabled Stocktonians. The City should also commit to work with the regional Continuum of Care to ensure that the Coordinated Entry System 1) identifies accessibility needs of individuals in their system; 2) identifies accessible units in housing; 3) pays attention to the needs for accessibility when implementing their acuity index (assessment of needs) system; and, 4) matches un-housed people who need accessible features with units with such features.

D. Transportation for people with Disabilities is an AFFH issue

We appreciate the City has committed in Program 29 to working with its regional transit authority to address the multifaceted transit needs of people with disabilities. That said, many people with mobility disabilities have a difficult time accessing public transit, and paratransit is scarce and unreliable. These individuals often rely on adaptive vehicles.

We appreciate that the City has amended the Housing Element on page BR-195 to say that "Despite parking reductions on many projects, parking spaces for those with disabilities continue to be provided. No projects have requested to waive inclusion of parking spaces for those with disabilities." We recommend that the sentence after that be amended to state: "The City will continue to

explore best practices for parking standards and provide additional incentives to reduce costs and align standards with current housing market demands, including the needs and demands of residents with disabilities."

As explained previously, we further recommend that the City amend Program 27, Addressing the Needs of Those with Disabilities, to ensure that disabled parking spots are available even where parking minimums have been waived entirely. Accessible, available, and affordable travel options make it possible for diverse groups of people to stay active and engaged in their communities, and this is not achieved by the draft Housing Element. We also note that as the state phases out new gas vehicles in coming years, accessible electric vehicle (EV) charging stations/parking spaces should be required. Without accessible transportation, people with disabilities are left isolated and segregated.

E. The City's Current Draft Sites Inventory Will Not Satisfy HCD Requirements for AFFH Because Plans for Low Income Housing and Extremely Low Income Housing Only in South Stockton, Not Only Fails to Address the History of Racial Segregation in Stockton, it also Fails to Meet Requirements for the Environmental Element.

As discussed in DRC's first letter, the City has not shown Low Income and Extremely Low Income housing are planned anywhere in North or Central Stockton where there is less pollution. While the City certainly needs affordable housing in South Stockton, it must also identify sites in communities with lower pollution burden and greater access to resources and open space. The City's reply that, "[t]he Housing Elements Regional Housing Needs Allocation (RHNA) housing capacity sites include approved housing projects in North Stockton that account for over ten thousand units," does not address DRC's concern articulated in our first comment letter regarding the majority of *low income and extremely low income* sites being implemented in South Stockton where there is pollution actually known to cause greater instances of disability, as is reflected in Stockton's census data. See Attachment A. Indeed, the City notes that it has zero currently entitled lower income units, as opposed to 11,620 above-moderate sites. The City must identify affordable RHNA sites in the high opportunity areas of Stockton.

The City's current Housing Element violates California's Fair Employment and Housing Act Regulations in this regard. According to specific practices related to land use, it is illegal discrimination to make housing opportunities unavailable where others are able to access those same housing opportunities, due to a protected class, of which there are: *race, color, religion, sex, gender, gender*

identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income, veteran or military status, or ancestry. See Cal. Gov't Code § 12955(l); CA Code of Regs. tit. 2, § 12162; Admin. Code tit. 2, § 12162, 2 CA ADC § 12162. Law; Cal. Gov't Code § 65000.

Discrimination under this subdivision specifically includes, at 2 CCR § 12161(b)(10), a policy or practice that “[r]esults in the location of toxic, polluting, and/or hazardous land uses in a manner that denies, restricts, conditions, adversely impacts, or renders infeasible the enjoyment of residence, land ownership, tenancy, or any other land use benefit related to residential use, or in connection with housing opportunities or existing or proposed dwellings.”

Lastly, in regards to intersecting environmental and housing elements, the City mentions but does not include the 2008 Memorandum of Agreement between the City of Stockton, the CA Office of the Attorney General, and The Sierra Club. A copy of this document is included as Attachment C. DRC recommends it accompany all future versions of the Housing Element; and, that the City put it back on its [Government website](#).

F. Conclusion

Please reach out to DRC at (619)814-8501 or e-mail to nichole.mendoza@disabilityrightsca.org if we can be of any assistance as the Planning Department and HCD consider these recommendations and comments. DRC is happy to continue to meet with the Planning Department and other departments of the City of Stockton to assist the City in creating its Sixth Cycle Housing Element.



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**RE: Disability Rights California's Comments on the City of Stockton's
April 2023 Housing Element Public Draft**

Dear Planning Department Staff, Consultants, Mayor Lincoln, and City Councilmembers:

Disability Rights California submits these initial comments on the [2023-2031 City of Stockton Housing Element April 2023 Public Review Draft](#) (“Draft”). Disability Rights California is a private, non-profit disability rights organization federally mandated to advance and protect the human and legal rights of Californians with disabilities. 42 U.S.C. § 15001, et. seq., 42 U.S.C. § 10801, et seq., 29 U.S.C. § 794(e), 29 U.S.C. § 3011, 29 U.S.C. § 3012; see *also* Welfare and Institutions Code §§ 4900-49005. DRC’s comments on the Draft pertain to people with disabilities in the City of Stockton.

We appreciate the effort that went into this first draft and support many of the Draft programs. However, we believe the Draft needs further development to address housing needs and barriers for people with disabilities in the City. We provide the following comments and proposed changes to assist the City with creating a more inclusive Housing Element:

I. To Affirmatively Further Fair Housing, the City must outreach to all segments of the community, ensure housing opportunity throughout the community, set AFFH priorities, and set appropriate metrics and milestones.

Assembly Bill 686 (2018) defines Affirmatively Furthering Fair Housing as, “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” Gov. Code § 8899.50, subd. (a)(1). Stockton must administer its programs in a way that affirmatively furthers fair housing for members of a protected class and take no action inconsistent with that obligation. Gov. Code, § 8899.50(b)(12); Fair Housing Act, 42 U.S.C.A. § 3608(e)(5). These requirements exist to combat discrimination, overcome patterns of segregation, and foster inclusive communities.

While the federal duty to AFFH has existed for over 50 years, AB 686 creates new requirements for housing elements for: (1) Outreach, (2) Assessment of Fair Housing, (3) Site Inventory, (4) Identification and Prioritization of Contributing Factors, and (5) Goals and Action. The California Department of Housing and Community Development’s publication: *Implementing AB686: Duty to Affirmatively Further Fair Housing Guidance for Housing Elements* states that common mistakes and pitfalls include:

- A high-quality Assessment of Fair Housing, but status-quo actions/programs;

- A local jurisdiction refers to a county-level Analysis of Impediments to Fair Housing previously completed;
- Does not include regional comparison in analyses;
- Only analyzes patterns of low-income sites, not all sites;
- Does not ask the public to provide input on AFFH;
- Doesn't prioritize 4-5 contributing factors & connect to programs;
- High resource areas can't rely on ADUs alone; and,
- No data dumping! Tell the story.

The City's Draft contains some of these common mistakes. We offer the following comments to help avoid some of these pitfalls.

1. Outreach

The City must reach all economic segments of the population; describe meaningful, frequent, and ongoing community participation, consultation, and coordination that is integrated with the broader stakeholder outreach and community participation process for the overall housing element.¹ Gov. Code, § 8899.50 subd. (a)(2) further requires a summary of fair housing outreach and capacity, and the City must "receive public input and local knowledge on the Assessment of Fair Housing."

The Planning Department hosted several meetings , but did not reach renters and people at risk for or who are unhoused. The City primarily communicated with the public by online notices on its web site; however, most working people in the City do not visit the City's website. The Draft also does not incorporate local knowledge other than input from service providers.

While we appreciate the outreach to organizations serving low-income and other special needs populations, including our own, representatives who serve members of the community are not the same as community members themselves. Noticing property owners but not those who rent and those who are unhoused ignores extensive economic segments of the community. Moreover, there are no examples of the City reaching out to the Spanish-speaking community in a way that is meaningful. Additionally, people with disabilities and older adults are often unable to participate in community meetings due to communication barriers, segregation, and lack of transportation access. Thus,

¹ The CA Dept. of Housing and Community Development, *Implementing AB686: Duty to Affirmatively Further Fair Housing Guidance for Housing Elements*, https://www.hcd.ca.gov/community-development/affh/docs/affh_webinar_slides.pdf

they are often not considered in the planning processes that directly and disproportionately impact them, and are undercounted in data collection. Hearing directly from people with disabilities is critical to figuring out what housing issues they face and what types of housing works for them. Having a robust community outreach and engagement plan that ensures access to meetings and planning processes will allow program participants to gather invaluable data and information from people with disabilities and bridge the equity gap.

To better incorporate the views of all Stocktonians, the City should implement a Housing Element education campaign to educate young people, those from different language communities, and those awaiting appointments at the County's Health and Human Services Agency (333 E. Washington St.), among others. The City should reach out to the community via local radio stations in both English and Spanish. There is no other way to reach the vast working poor, disabled, renting, and homeless populations of Stockton. The people of Stockton deserve to have their voice heard in the Housing Element process. Under AB686, it is mandated.

2. Assessment of Fair Housing

Among the Assessment of Fair Housing's Requirements, we primarily address disparities in access to opportunity, displacement risk, ongoing segregation, and sites selection in this comment letter.

The City of Stockton has a population of 322,120.² People of color make up 78 percent of the population where Latinx people account for more than 40 percent of that total. *Id.* Stockton is the native land of the Yatchicumne, a group of Northern Valley Yokuts people.³

A. Disparities in Access to Opportunity

a. Environmental Justice

A major fair housing concern in Stockton is environmental injustice. Importantly, “[p]eople with disabilities are specifically exposed to and vulnerable to environmental injustice” as a result of decades of ableist and racially exclusionary policies and land use decisions. And, some are also more vulnerable

² Rich Ibarra, [Stockton Named the Most Racially Diverse City in America](#), Capradio, (Jan. 2020)

³ City of Stockton: [A Look into Stockton's Past](#)

to environmental injustice because of the nature of their disability.⁴ These communities are the most impacted by pollution and other poor environmental conditions because of historic land-use decisions. For example, the percentage of people with disabilities living in areas with greater exposure to PM_{2.5} pollution is significantly higher than in areas with less exposure, even when controlling for other variables; this is especially true for individuals with cognitive and independent living difficulties.⁵ As a result, explicitly requiring consideration of such issues when furthering fair housing is critical.

CalEnviroScreen 4.0 is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. Much of Stockton falls above the 90th percentile for pollution burden in the state. In the map below, Red indicates communities with the highest pollution burdens: most of Stockton's RHNA sites are within those red zones. As shown in Figure 1 below⁶, limited RHNA sites are located in the green CALENVIROSCREEN and deeper blue, high and highest resources areas, as the majority of sites are in South Stockton. However, as the table below shows, South Stockton are the lower opportunity areas, and are also the areas hit by some of the worst pollution in the entire state. This will not AFFH.

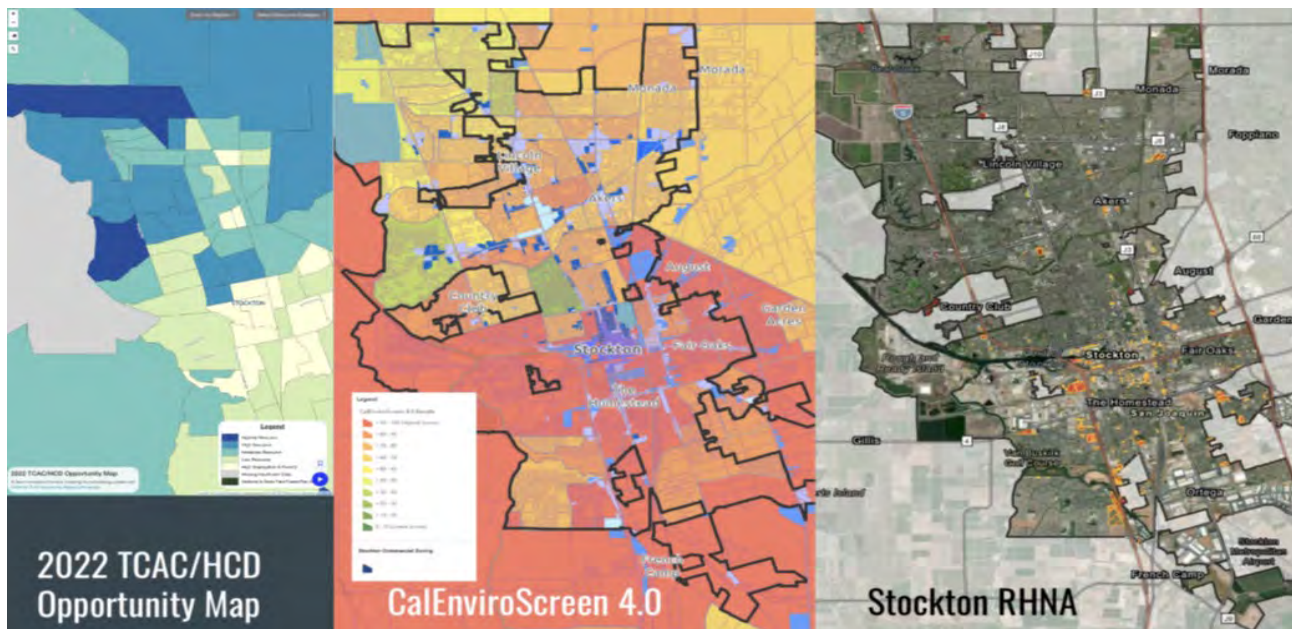


Figure 1

⁴ Catherine Jampel, *Intersections of disability justice, racial justice, and environmental justice*, Environmental Sociology (2018).

⁵ Jayajit Chakraborty, *Disparities in exposure to fine particulate air pollution for people with disabilities in US*, Science of the Total Environment (June 2022).

⁶ *Stockton 6th Cycle Housing Element*, UC Berkeley, prepared by Bailey Schweitzer, Weiyang Tang, Joann Martinez (Dec. 2022).

b. Transportation

Transportation access is a critical piece of fair housing. However, jurisdictions often focus narrowly on the Americans with Disabilities Act's technical requirements for fixed route and paratransit, but overlook its broader mandate for equal access to the transportation system as a whole. The type of transportation necessary varies by disability and need, and it should be clear that jurisdictions should consider not only fixed-route public transportation, but also specialized services such as paratransit, dial-a-ride, reduced-fare taxis, or volunteer driver programs. Stockton should also consider availability of parking, drop off locations, bus stops, and shelters. A stronger transportation system would expand and improve affordable mobility options including: paratransit, door-to-door services; wheelchair accessible transportation network companies, and demand response real time ride systems; volunteer driver program expansions; nonprofit service provider systems; stipends/free rides for caregivers; gas subsidies, and more. The City's analysis of parking standards notes that some parking minimums have been waived for affordable housing, or that built via TOD. Unfortunately, the ADA's only technical requirement regarding parking spots for people with disabilities is that there be a percentage of spots for disabled persons. Any percentage of zero is zero. Not all disabled people can use public transit, and require a parking spot, a spot for their caregiver, or a pickup spot for paratransit vehicles. As explained below, We recommend that the City amend Program 27, Addressing the Needs of Those with Disabilities, to develop an overall accessibility program that includes ensuring that disabled parking spots are available even where parking minimums have been waived. Accessible, available, and affordable travel options make it possible for diverse groups of people to stay active and engaged in their communities.

c. Houselessness

As discussed below, unhoused individuals have a high prevalence of disability. A discussion of barriers to fair housing is not complete without recognizing that Stockton recently passed one of the most onerous and restrictive encampment sweep ordinances in California, which bans "camping" (defined as "to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia") in areas broadly defined as "critical infrastructure" at the risk of misdemeanor charges and up to \$25,000 in daily fines. The term critical infrastructure is defined to include locations ranging from hospitals to parks. Stockton, California Municipal Code, Charter, and Civil Service Rules, Title 8 Health and Safety, Chapter 8.100 Protection of Critical Infrastructure and Wildlife

Risk Areas.⁷ Further, while the Ordinance was specifically created to address symptoms of homelessness⁸, it does not include a requirement that people have true access to services or housing before being removed or having their property taken. This must be assessed as a barrier.

B. Displacement

We appreciate that the City recognizes that preservation and creation of affordable housing is critical to minimizing displacement risk. However, the City has recognized that the City is at risk of losing naturally occurring affordable housing due to an influx of Bay Area residents. Research and experience demonstrate that effective anti-displacement measures include housing preservation (especially for naturally occurring affordable housing), tenant protection, and affordable housing strategies.⁹ The City commits to programs addressing housing preservation and affordable housing development, but not tenant protection. And some of its programs, for example, Program 14, is listed as a place-based revitalization strategy; but fails to address how to ensure that weatherization does not result in higher rents and ensuing displacement. A deeper level of analysis is necessary. Similarly, if not done with anti-displacement protections in place, Code Enforcement can do, and has done, the same.¹⁰ Indeed, the City discusses revitalizing “blighted” areas but does not explain what “blighted” means, which neighborhoods might be impacted, and how. Historically, revitalization of blighted neighborhoods has been paired with displacement of low-income communities. Indeed, the City is removing its 5th Cycle Element program that noted that development in blighted areas would be done with an eye toward preventing gentrification. The City must engage in a deeper analysis of such risk and how its own programs can exacerbate or mitigate that risk.

Displacement can create unique harms to people with disabilities, who may have developed formal and informal systems of care, developed accessible transportation routes, and/or modified their homes to accommodate their needs. Displacement can disrupt these systems in a way that is devastating to a person’s health. And, the stress of displacement alone can exacerbate symptoms of

⁷ https://library.qcode.us/lib/stockton_ca/pub/municipal_code/item/title_8-chapter_8_100

⁸ [https://www.stocktonmayor.org/files/Legislation%20Text%20\(9\).pdf](https://www.stocktonmayor.org/files/Legislation%20Text%20(9).pdf)

⁹ Karen Chapple and Anastasia Loukaitou-Sideris, White Paper on Anti-Displacement Strategy Effectiveness, February 28, 2021, available at www.urbandisplacement.org/wp-content/uploads/2021/08/19RD018-Anti-Displacement-Strategy-Effectiveness.pdf.

¹⁰ See, e.g. *Price v. City of Stockton*, 394 F. Supp. 2d 1256 (2005)(holding private right of action of federal relocation laws where aggressive code enforcement shut down SROs).

disabilities. Therefore, we also believe it is important to include programs that have the most immediate impact on preventing displacement. “[N]eighborhood stabilization and tenant protection policies have the most direct and immediate effect on mitigating displacement”¹¹ – this includes a strong local rent stabilization program, including for mobilehome parks. Therefore, as explained below, we urge the City to include such a program in its anti-displacement programs. Given the City’s indication that it will create neighborhood action plans in neighborhoods that are susceptible to gentrification, like Little Manila, this is a critical AFFH issue.

C. Legacy of Redlining, Segregation, and Urban Renewal: RECAPS and RCAAs

The discriminatory impacts of Stockton’s past redlining endure to this day as well. Redlining is the term for the process that spatially segregated the affluent white population from the predominantly Black and “economically disinvested”. The zones were categorized by a color scale, and Green indicated the most affluent and white neighborhoods. While Red, represented the non-white areas. Comparing the 1930s Home Owner’s Loan Corporation redlining map to today’s demographic makeup proves this segregation persists in modern-day Stockton. The map on the right displays the original Redlining zones within modern-day Stockton boundaries.

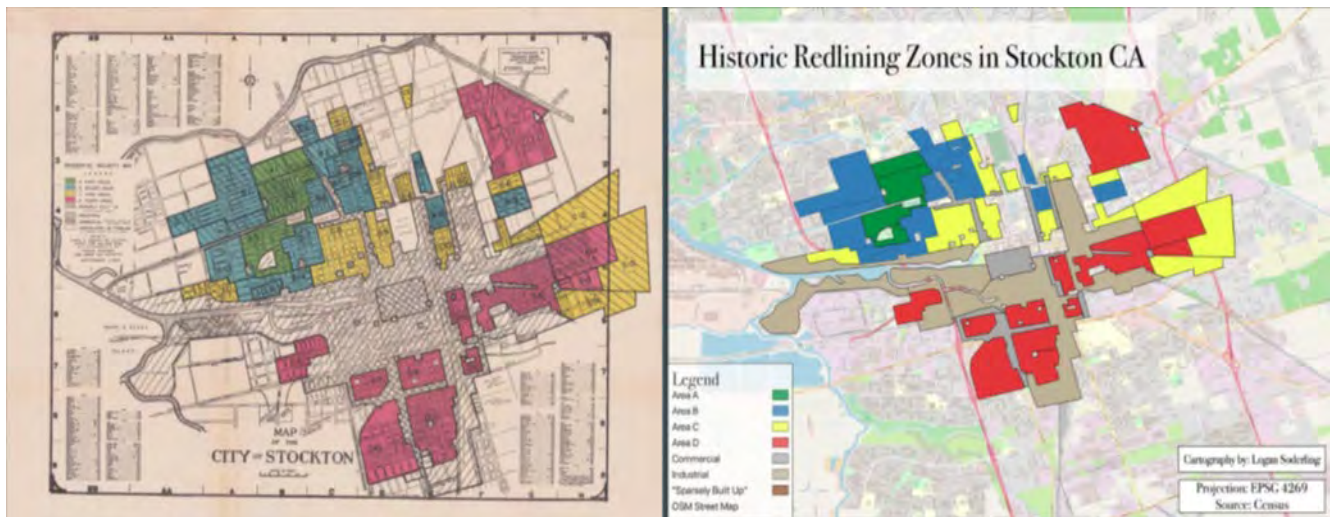


Figure 2¹²

¹¹ *Id.*

¹² Stockton 6th Cycle Housing Element, UC Berkeley, prepared by Bailey Schweitzer, Weiyang Tang, Joann Martinez (Dec. 2022).

According to AFFH mapping tools by HUD and HCD we see that segregation still exists and has affected housing policies. (See Figure 3).

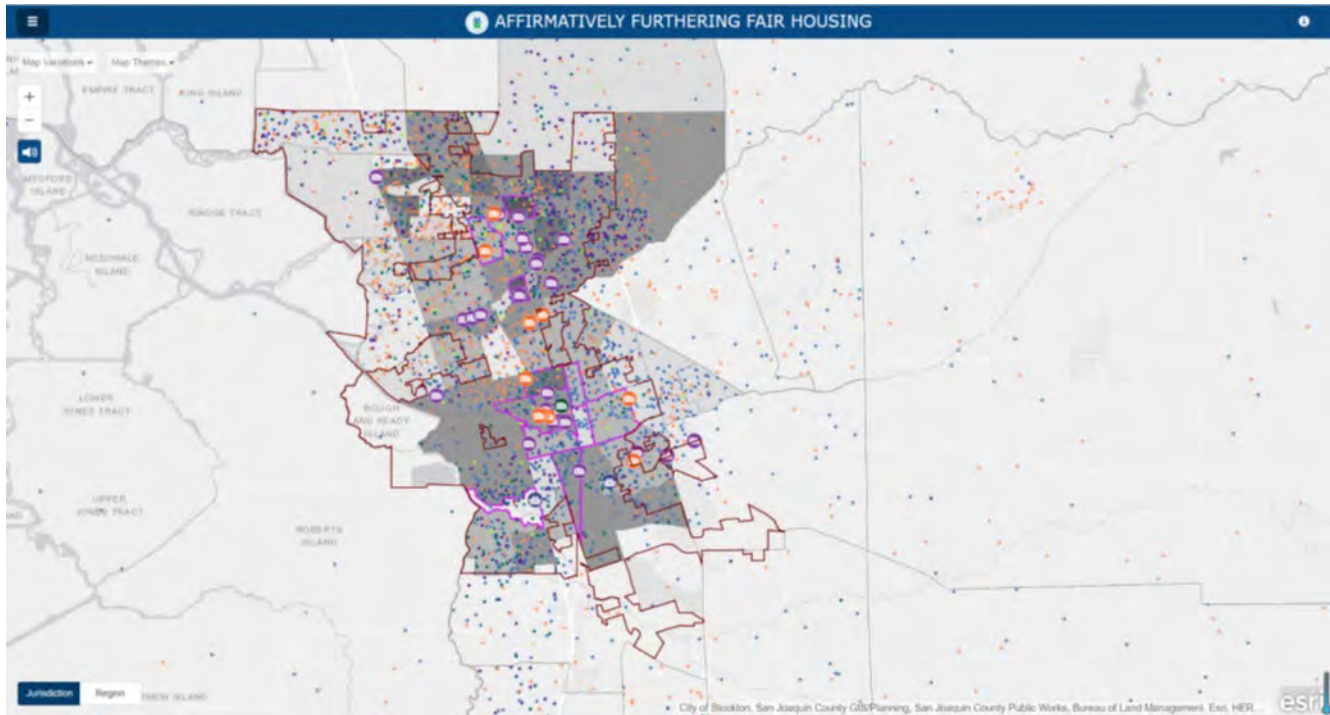


Figure 3¹³

For example, decision makers built a freeway through the Filipino Neighborhood of Little Manila in Downtown Stockton, destroying family homes, businesses, community centers, and much more. Redlining has also excluded many communities of color from homeownership; now over 77% of extremely low income households in San Joaquin County pay over half of their income on rent¹⁴. We also know that renters of color face the highest rates of cost burden in San Joaquin County¹⁵. While the City notes that it will work with the housing authority to market vouchers in higher resourced areas, that is not enough to create authentic housing choice. The City should consult with community members to understand better their barriers to housing choice. Further, we understand the Stockton hired consultants to conduct an inclusionary zoning ordinance feasibility analysis, however the results are not included in the current Draft, other than a conclusory statement that such a program is not feasible. The City should at minimum explain why such an ordinance is not feasible in its AFH. The City must also consider how to incentivize affordable housing in RCAAs while also ensuring

¹³ *Id.*

¹⁴ California Housing Partnership, [Housing Need Dashboard](#), (May 2023).

¹⁵ *Id.*

that deed-restricted affordable housing will be prioritized in RE/CAPs that are sensitive to displacement risk. The sites inventory does not currently reflect that.

The City also must address how its existing policies contribute to segregation in its Assessment of Fair Housing. For example, it must analyze how the City's policies toward the unhoused (e.g. towing policies, shelter zoning, etc.) exacerbate segregation. A report completed by students at U.C. Berkley and attached here as exhibit A, highlights the historical segregation patterns of Stockton. Unsurprisingly, the majority of unhoused persons in Stockton are Black and Latinx and continue to exist in the segregated areas of Southern Stockton, whether in shelters, the health and human services system, or in the encampments scattered throughout the City's proposed majority RHNA sites.

The Housing Needs Analysis demonstrates that existing low-income renters are living in rent-burdened, overcrowded, and substandard conditions. Indeed, the overwhelming majority of households with the lowest incomes are severely rent-burdened. We encourage the City to account for this disparity when accounting for housing needs. Additionally, when considering resources, the City should identify ones that can be feasibly used. While working with the County housing authority's Section 8 Housing Choice Voucher program is a laudable undertaking, it is unclear how residents could, once they make it to the top of the lengthy waitlist, obtain housing in the City given the already significant overcrowding and unavailability of appropriately sized units. Market rate housing is clearly not meeting the needs of the City's lowest income households, the overwhelming majority of whom are renters.

3. Site Inventory

AB 686 modified Housing Element Law such that a jurisdiction's Assessment of Fair Housing (e.g. segregation & integration, R/ECAP, etc.) should inform the identification of sites in a manner that AFFH. The site identification requirement must assess whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns. Do they transform racially and ethnically concentrated areas of poverty into areas of opportunity?

Stockton's sites inventory is predominantly located in South Stockton. Per SB6 and AB2011, Stockton should consider doing a more in depth review of failing commercial corridors in high resource areas, rather than in places like South Stockton. Comparing the sites inventory to CalEnviroScreen 4.0 indicates

that most of the selected sites are located in the heavily polluted downtown and south of downtown. (See Figure 4).

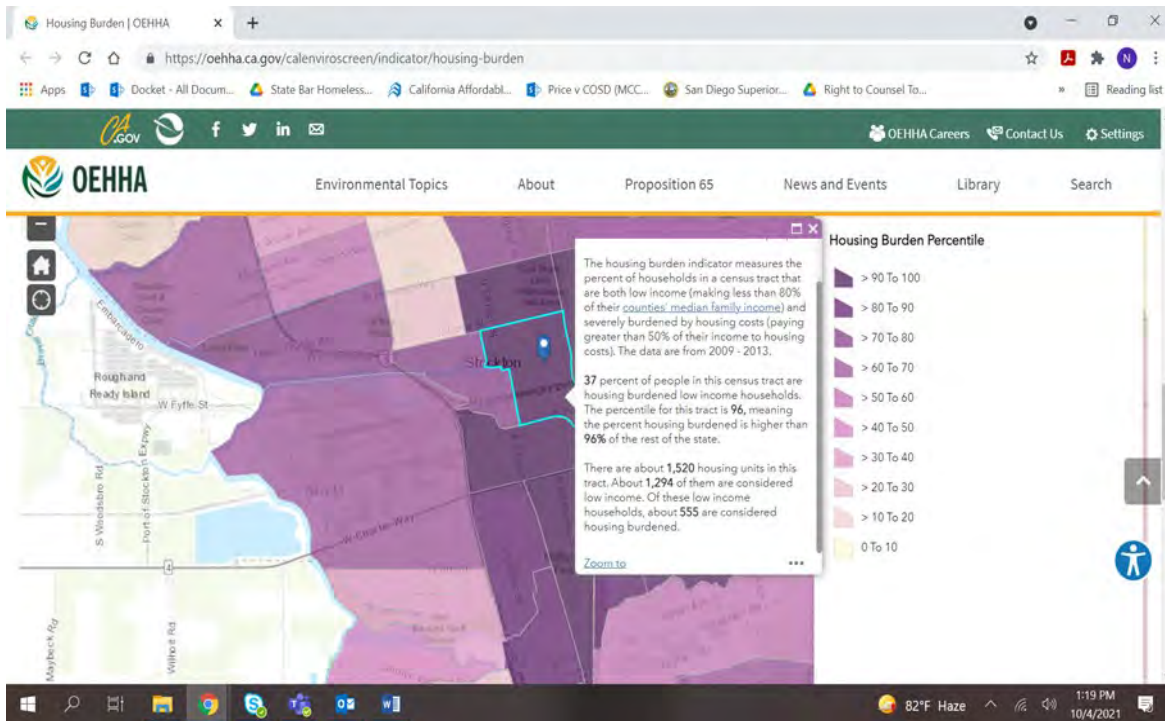


Figure 4: “The housing burden indicator measures the percent of households in the census tract that are both low income (making less than 80% of their counties’ median family income) and severely burdened by housing costs (paying greater than 50% of their income to housing costs)...The percentile for this tract is 96, meaning the percent housing burdened is higher than 96% of the rest of the state.”

DRC is concerned by the overlap between some of the largest selected parcels and clean-up sites. For instance, the site consisting of parcels 14523013 and 14523012 appear to be the largest selected at just under 40 acres, yet any residential development there would require brownfield mitigation. We commend Stockton for using EPA Brownfield Assessment Grant funds to assess how the city can revitalize current brownfield sites in the city’s downtown waterfront. However, the aforementioned parcels are not one such site.

According to the EPA, long-term stewardship of former brownfield sites is costly, and the costs of remediation are unknown prior to a site assessment. This means that building housing atop brownfield sites might be financially unviable without a local financial contribution for brownfield clean-up. If Stockton chooses to include numerous brownfield sites in its RHNA inventory, it must be able to

justify that these sites can be cleaned within the eight-year housing element cycle. Otherwise, the city should exclude these sites from their inventory.

The above 40-acre site also contends with significant air pollutants as it is surrounded by multiple highways, a highway interchange, and abuts a rail line. Therefore, even if a brownfield clean-up is conducted, we believe Stockton should avoid encouraging residential development there. More importantly, surrounding areas are often polluted brownfield sites. So, although residents may not be breathing in toxins from the parcel their apartment is on, they may suffer from pollutants on adjacent sites. As such, focusing affordable housing construction on brownfield sites would be a violation of both AFFH and SB 1000 Environmental Justice Element requirements. Given this, we ask Stockton to avoid heavily relying on brownfield sites to meet Stockton's low income RHNA allocation, without having a plan for remediation in place.

Further, Disability Rights California participated in a site tour of roughly 25 sites in South Stockton on April 12, 2023 to verify this analysis. Consistent across all 25 sites were the proximity to industrial businesses, lack of transportation, lack of grocery stores, closeness to the I5 and 4 freeways i.e. concerns for pollution, and in some areas, lack of sidewalks and proper lighting. Disability Rights California has talked to community members with disabilities and learned how the lack of sidewalks and proper lighting can prevent neighborhood access and access to opportunity, especially when an extremely limited access to food, goods, and services in the area already exists.

4. Identification & Prioritization of Contributing Factors

The housing element must identify and prioritize significant contributing factors to segregation, R/ECAPS, opportunity access, & disproportionate housing needs. A Fair housing contributing factor is a factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. Contributing factors should be based on all prior AFFH analyses (Outreach, AFH, Site Inventory). Identification and evaluation of contributing factors must: Identify fair housing issues and significant contributing factors; Prioritize contributing factors, giving highest priority to those factors that most limit or deny fair housing choice, access to opportunity, or negatively impact fair housing or civil rights compliance. It must discuss strategic approaches to inform and strongly connect to goals and actions. Goals and actions should stem directly from Contributing Factors. Prioritization is important (4-5 max), and they must be tailored to local conditions.

The City did not complete this portion of the required AFFH analysis. Fair housing contributing factors have been identified by community members. For example, at the May 3, 2020, Stockton Housing Justice Coalition meeting, Stockton residents cited the following: lack of affordable housing for low income residents, low-income people of color segregated to polluted, undesirable locations; widespread housing discrimination on the basis of disability and source of income; lack of transitional housing or other housing opportunities for formerly incarcerated persons; poor quality of existing housing stock; criminalization of the unhoused; and displacement pressures generally. These are all significant contributing factors to segregation, R/ECAPS, opportunity access, and disproportionate housing needs of communities and individuals because of protected characteristics. The City must complete this analysis and prioritization.

5. Goals, Actions/Programs, Metrics and Milestones

While the Draft Element has a broad AFFH program, many of those programs are existing ones, and the City does not lay out metrics and milestones to determine whether its actions are meaningful.

Program 28, “Practices to Affirmatively Further Fair Housing,” at H17-H18 of the Draft states that the City will implement the following strategies to affirmatively further fair housing in coordination with the efforts of this action:

- Strategies to facilitate housing mobility/expand affordable housing in high opportunity areas:
 - o Programs 6, 10, 12, 13, 15, 24, 25
- Strategies to reduce or prevent displacement/place-based revitalization strategies:
 - o Programs 4, 7, 9, 14, 16, 19, 20, 21, 22, 29

The Draft further states that the City will continue to support fair housing monitoring and enforcement.

While the Draft includes raw demographic data and points to some of its Housing Element Programs as furthering fair housing, it fails to assess whether individuals have actual housing choice and does not identify how it will measure whether its programs are making a meaningful impact. After completing such an analysis of housing choice, the City can turn to fashioning appropriate goals and programs. We have made comments on those below, including suggested revisions to those in the draft; however, the City should ensure that it explains how the programs it suggests will AFFH will actually do so, and how they are

connected to the assessment of fair housing. From there, the City must also that include concrete milestones and metrics to evaluate the progress on the programs and fair housing results – otherwise, how will the City know that its programs are meaningfully affirmatively furthering fair housing?

Also, individuals who are chronically homeless, by definition, have a disability; the draft element fails to consider this intersection of needs. Please see below for more comments regarding the City's Homeless Programs.

II. Housing Needs Assessment for People with Special Needs § 65583(a)(7)

The City fails to adequately quantify and analyze the housing needs of people with disabilities. Gov. Code § 65583(a)(7) requires “An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter.”

While the Draft includes a breakdown of the percentage of people with different types of disabilities was provided via U.S. Census data, the census data breaks down disability into only four categories for hearing, vision, independent living, and cognitive. Different types of disabilities require different types of accommodations and modifications in housing, and the residents of the City of Stockton have various combinations of disability, all with their own unique combination of resultant functional limitations possibly needing housing accommodations. Without planning explicitly for accessibility of all kinds, disabled Stocktonians will not have adequate homes to live in. This Draft does not do so and therefore fails to account for every economic segment of the community and is contrary to the duty to AFFH.

The City spends a fair amount of effort discussing people with Intellectual and Developmental Disabilities, which DRC appreciates. The City's Draft also states that “according to the California Department of Developmental Services, as of April 2022, the Valley Mountain Regional Center served 16,443 residents with developmental disabilities in the region and 5,387 residents in Stockton... A significant number of developmentally disabled Stockton residents receiving services from the Valley Mountain Regional Center lived in group home facilities (10.2 percent of adults). Most developmentally disabled individuals lived “at home” (76.8 percent).”

However, the word “at home” is misleading here as what this truly means is that 76.8% live “at home” with their families. Most of these families include aging

parents from the baby boomer generation with children with I/DD, putting those children at risk of homelessness when their family members pass, as their SSI is not sufficient to afford market rate housing. And because they have been living with family, they will not have any other benefits established. Indeed, the City acknowledges in its Draft that “many persons with disabilities rely solely on Social Security Income, which is insufficient for market rate housing.” Draft at BR-32. A significant portion of this 76.8% of those being served by the Regional Center could live independently, but for any affordable, accessible, safe, inclusive and non-segregated housing options.¹⁶

In addition, per the City’s own data, a rather shocking statistic coming out of U.S. Census shows that in Stockton, among school age children, nearly half (48.6 percent) have a “cognitive impairment.” For persons with disabilities ages 18 to 64 years, 27.4 percent have trouble walking, 23.2 percent have cognitive impairments, and 20.8 percent have difficulty with independent living.

Many people with mental health disabilities require supportive services to maintain stable housing. The City should separately analyze the housing needs of people with mental health disabilities and create programs to specifically address those needs. Those needs include: supportive housing, crisis housing, shared housing, and other innovative housing models. Without addressing this issue, people too often cycle between houselessness and institutionalization.

Further, there is no discussion of the unique needs of Blind residents, or those of Deaf residents.

In addition, the City should recognize that people who are homeless are by definition people with disabilities for their analysis of special populations. Those who are formerly incarcerated face incredible barriers to housing in Stockton as they face criminal background checks for rental housing, credit checks, and a myriad of other barriers. People who are formerly incarcerated are mostly people of color and people with disabilities and Stockton’s Housing Element Draft does not account for the housing needs of this special population. As such, it is also not AFFH.

The Draft states, “[t]he unhoused are a fair housing concern, and it is often difficult to collect informative data that accurately reflects the magnitude of the

¹⁶ Two reports attempt to assess the housing needs of people with intellectual/developmental disabilities, despite a dearth of accurate data: <https://scdd.ca.gov/wp-content/uploads/sites/33/2018/12/STATEWIDE-STRATEGIC-FRAMEWORK-FOR-EXPANDING-HOUSING-OPPORTUNITIES-FOR-PEOPLE-WITH-INTELLECTUAL-AND-DEVELOPMENTAL-DISABILITIES-10.16.pdf> and

population at risk, resulting in undercounting.” The data source the City uses is a Point-in-Time count led by the San Joaquin County Community Development Department and the Central Valley Low Income Housing Corporation in late January 2022. The City estimates it has “921 persons without nighttime shelter as of the 2022 Point-in-Time (PIT) Count. The size of shelters in Stockton is based on building and fire code allowances and there is no maximum number of beds.” The City’s analysis is as follows:

Government Code Section 65583(a)(4)(I) requires a minimum of 200 square feet per person to meet the unsheltered need. To address the unsheltered needs of 921 people, this would be a minimum of 184,200 square feet or 4.2 acres. The 21 vacant parcels in the IL, IG, and PF districts range in size from 0.11 to 5.11 acres. Therefore, there are sufficient sites in the city to address the potential need for emergency shelters to accommodate 921 unsheltered persons experiencing homelessness.

However, the total number of homeless people living in the City is admitted to be undercounted. According to Community Based Organizations working with homeless in the many encampments in Stockton, the number is closer to 5,000 people who may need emergency shelter on any given night. Additionally, Stocktonians experienced extreme flooding and heat waves in 2022 which have resulted in increased homelessness. The City states in the draft that “[wh]ile the results suggest there has been an increase in the number of unsheltered homeless, the increase may also be a result of a more complete and rigorous unsheltered count.” However, DRC participated in the 2022 Point-in-Time Count and observed various issues with the City’s methodology for counting people experiencing homelessness in the City. The City chose to allot only one day to conduct a PIT count for Stockton—the largest city in San Joaquin County, and conducted the entire count for approximately no more than six hours total. Further, even if a person had no home or a regular place to sleep, the City instructed volunteers not to count someone as experiencing homelessness if they had not slept on the street the night before the PIT count. This approach and methodology surely resulted in a low count. Inaccurate counts of those experiencing homelessness stand to hamper the City’s efforts to end homelessness and likely decrease the ability to get appropriate funding from state, federal, and philanthropic sources. Data from, for example, the school district, could help supplement the PIT data to create a fuller picture of the number of unhoused in Stockton.

The City must also make diligent efforts to evaluate the level to which its shelters and transitional housing present barriers for people with disabilities. For instance, many people with disabilities cannot access housing without reasonable accommodations (e.g. emotional support animals or other policy changes to strict rules) or reasonable modifications (e.g. grab bars installed or other physical accessibility changes). In our outreach to unhoused community members, we have encountered many who cannot access congregate settings like shelters or transitional housing in Stockton due to lack of accommodations for their disability, or because a shelter environment just cannot work for them (e.g. people with significant mental health conditions, or people with autoimmune diseases).

In our work, we often hear from municipalities that they have put policies in place to account for the needs of people with disabilities, and that they expect their contractors and employees to follow those policies and the relevant laws. However, in our experience, such an approach is not enough to actively prevent harm to people with disabilities. There must be a proactive and continued effort made to assess barriers, implement a plan to address identified barriers, and ongoing training and technical assistance. Without these additional steps, we have found that many people with disabilities will continue to be locked out of suitable shelter and/or housing opportunities, thus continuing the homelessness cycle. The difficult truth is that for some people, living on the streets feels better for them and their disabilities than residing in a shelter or transitional housing environment. The shared goal for us all is to ensure that people are not made to feel this way. And, lastly, the City's numbers must include people who are not technically homeless, but who cycle through homelessness and institutions regularly, such as those with mental health disabilities, and formerly incarcerated populations.

III. Programs

Overall, DRC is pleased with the City's goals to create more housing for all income levels and for special populations. However, the quantified objectives articulated for each program do not match the actual needs according to the City's own analysis and data. As an overall comment, policies refer to a Housing Action Plan (e.g. Goal HE-1 and Policy HE1.13, Program), but the policies guiding that plan are not incorporated into this Housing Element, and should be included in the Draft to ensure that they are consistent.

A. Program 15. Development Code Revisions

Currently the zoning code defines supportive housing in Municipal Code section 16.240.020 and indicates that it is a permitted use by right in special purposes or commercial zones. The zoning code must be amended to allow supportive housing by right in all zones where multi-family and mixed uses are permitted. Government Code section 65583(c)(3). This is in addition to the requirement that transitional housing and supportive housing shall be considered a residential use subject only to the same restrictions that apply to other residential units of the same type in the same zone. *Id.*

B. Program 21. Code Enforcement Program

This program states the City shall continue to inspect housing units in “targeted areas” to check for building code violations. In situations where properties cannot be rehabilitated, the City will “continue to enforce the removal and replacement of substandard units.” Here, 2,000 units annually is the quantifiable objective and completed via the “Police Department: Neighborhood Services Division”, which houses code enforcement. DRC actively engages in frequent, ongoing conversations with Stocktonians who are unhoused, renting, people of color, and people with disabilities. Conditions of the current housing stock in Stockton are a major concern.

To better address this major concern, we recommend that the City commit to moving from a complaint-based code enforcement system to a proactive one, and one that includes tenant protections to prevent displacement (see displacement discussion above). This could include creating a rent escrow account program as well as engaging in proactive inspection. We can provide sample programs if needed.

Concerningly, Policy 4.4, which cross-references Program 21, states that the City will continue to implement a Crime Free Multi-Family Housing Program. *HCD’s AB 686 Guidance* explicitly recognizes such programs as barriers to AFFH. Such programs most often serve to discriminate against Black and Latinx households, disabled people, and domestic violence survivors.¹⁷ The City should identify this program as a barrier to AFFH and create a program to remove it. Similarly, given the barriers to reentry faced by people leaving institutions

¹⁷ See Liam Dillon, Ben Poston, Julia Barrajas, Black and Latino renters face eviction, exclusion amid police crackdowns in California, Los Angeles Times, November 19, 2020, available at <https://www.latimes.com/homeless-housing/story/2020-11-19/california-housing-policies-hurt-black-latino-renters>; See also, e.g. Alisha Jarwala & Sejal Singh, When Disability is a “Nuisance”: How Chronic Nuisance Ordinances Push Residents with Disabilities Out of Their Homes, Harvard Civil Rights-Civil Liberties Law Review, Vol. 54, Page 875, available at <https://harvardcrcl.org/wp-content/uploads/sites/10/2019/07/54.2-Jarwala-Singh.pdf>

including jail and prison, Code Enforcement should not be housed in the City's Police Department, so as to ensure that residents can work proactively with Code Enforcement.

C. Program 24. Continue to Assist the Disabled in Community Development Block Grant Project Areas.

DRC is pleased with Program 24: The City shall continue to include special provisions for housing the disabled in CDBG project areas, including mobility grants for homes (e.g., Emergency Repair Program) and accessibility features for 120 low-income individuals and households in Stockton, including rental units for owners of 4 or fewer rental units. Will the program be available to renters? If not, the City should identify funds to expand the program to renters who need modifications to make their unit accessible. This would also allow older adults to age in place.

D. Program 25. Universal Design

We support the City's Program 25, but note that while universal housing design is an important, the Housing Element should be clear that universal design is not synonymous with full accessibility; the needs, goals, and programs should clarify that the City will encourage both. The City should inventory the amount of its housing stock that is accessible and affordable to people with vision and/or mobility impairments. If the City cannot track these, it should include a program to monitor and track such units, and to make such information available to the public. The City should also make its list of affordable units available to the public. As part of this program, the City should include enforcement of existing accessibility standards. Local governments can affirmatively further fair housing by ensuring that Code Enforcement staff understand accessibility standards and are enforcing those laws.

E. Program 27. Addressing the Needs of Those with Disabilities

As outlined above, Stockton is home to a large number of people with disabilities, including low-income people of color with disabilities. However, the City's programs address only a small portion of their housing needs. After the City identifies the needs of people with mental health and sensory disabilities, in addition to mobility and I/DD, it should include specific information on how to address their needs in this program.

a. Intellectual/Developmental Disabilities

The City says it will continue to work with the Valley Mountain Regional Center to implement an outreach program that informs families in the city about housing and services available for persons with developmental disabilities. However, the “quantified objectives” for this program are described as “N/A.” Draft pg. HE-17. This is unacceptable. Senate Bill 812 mandates a discussion of potential housing resources for people with I/DD and this is absent from the Draft.

People living with a developmental disability can live in various types of housing, and often face a lack of truly integrated, community-based options. Such options include:

- Rent-subsidized affordable housing, with services if necessary, accessible, close to transit and community¹⁸
- Section 8 Apartment/Housing Choice Voucher with housing navigation supports. Few regional centers contract with housing navigators – but people with specialized training to help place individuals in housing can be critical.

The City should also ensure that the Housing Authority is complying with the obligation to exclude IHSS income of family members serving as caregivers when it calculates household income. Overall, individuals with I/DD should have choice to live in the most integrated, non-segregated settings possible. Only when absolutely necessary, the following may also be appropriate: Licensed and unlicensed Single Family homes, modified, of 3-5 bedrooms, or housing specially modified for the Medically Fragile (SB 962 Homes)

b. Reasonable Accommodation Ordinance

We appreciate that the City will amend Chapter 16.214 of its Municipal Code, pertaining to reasonable accommodations. We support that Program 27 proposes to remove two of the findings that are part of the City’s Reasonable Accommodation approval process for consistency with State law: (1) whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures, and (2) whether alternative reasonable accommodations could provide an equivalent level of benefit. DRC would like to state this change should be made immediately. However, additional changes are needed to bring the ordinance into compliance with state law. We urge the program include a commitment to make the following changes:

¹⁸ For an example of integrated, disability-forward housing models for people with I/DD, see <https://thekelsey.org/>.

- Section 16.214.030 Definitions: “Individual with a disability” means any person who has a medical condition, physical disability, or mental disability that substantially limits one (1) or more of the person’s major life activities, as those terms are defined in the Acts.” The City’s definition here aligns with the federal, but not the state definition of disability. To comply with Government Code § Gov. Code §12926.1(c), the City must strike the word “substantially”. The City should also include complete definition of disability: The Act protects any of the following: an individual with a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having any such impairment; or anyone who has a record of having such an impairment. Individuals in recovery from drug or alcohol abuse are protected by federal and state fair housing laws. However, individuals currently using illegal substances are not protected under the law, unless they have a separate disability.
- The protections afforded people with disabilities under federal and state fair housing laws extend to those who are associated with them, including providers and developers of housing for people with disabilities.
- Section 16.214.060 Application Filing: A provision should be made to ensure confidentiality of the person with a disability’s contact and medical information. Further, this section should make clear that not only may a person with a disability file an application, but also an organization serving people with disabilities (e.g. sober living homes, transitional or supportive housing for people with disabilities, etc.)
- Section 16.214.070 Review and Processing: Reasonable accommodation requests do not require that the City notify neighbors of the request. Such notification will in most circumstances, invade the applicant’s privacy rights, or possibly result in discriminatory or not-in-my-backyard behavior. This requirement should be removed, both to ensure meaningful access to the City’s land use and zoning programs under the ADA and to affirmatively further fair housing under AB 686 and the Fair Housing Act.
- Section 16.214.080 Findings and Decision: We recommend that the City add a clause making clear that if the request is denied because it would impose an undue financial and administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director or their designee must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.

- Section 16.214.090 Appeals: We recommend that appeals are directed to the City Manager in consultation with the ADA Coordinator, in order to ensure confidentiality.

F. Program 23. Continue to Support Organizations Assisting Homeless Persons

Program 23 seeks to increase shelter and transitional facilities and provide short term financial assistance for households at risk of becoming homeless, however, exactly how this would work is not defined. Program 23 states:

“The City shall annually apply for and continue to pursue State and federal funds available to the City, private donations, and volunteer assistance to support homeless shelters. The City shall continue to provide financial assistance from its Emergency Solutions Grant (ESG) funding to homeless service providers and continue to support additional development of shelter facilities *as requested by shelter providers*. In addition, the City shall review the need for additional shelter facilities and services when it updates its Consolidated Plan.” [emphasis added]

First, under the Housing Element, the City must plan for all economic segments of the community and that includes those with little to zero income; it includes homeless people. So, to say the City will “support” additional development of shelter facilities, but only “as requested by shelter providers,” is not a proper metric to AFFH or substantiate a meaningful program to address the actual needs findings. Further, in order to end homelessness, emergency shelters and even transitional housing cannot continue to be the City’s primary mode of addressing the issue.

Under Program 23, the City aims to assist up to 2,000 unduplicated homeless persons; and 1,000 households at-risk of homelessness with limited-term rental assistance or utility payments. As part of this, the City will increase the number of board and care or other types of residential or transitional care facilities for vulnerable populations by 300-500 beds. DRC opposes increasing the use of institutional-type settings to house people, which often includes board and cares. Through our role as the state’s Protection and Advocacy agency, we hear about such institutional conditions from clients and stakeholders. Housing options should be community-based, allow for freedom to come and go, and not have onerous rules.

G. Additional Program Recommendations

As explained above, the City's AFFH analysis indicates that programs are needed in the following areas: tenant protections to mitigate displacement, environmental justice, and programs to increase opportunities to preserve affordability via innovating community ownership models.

The City's Housing Element programs do not address tenant protections – which are critical to ensuring that existing residents can continue to live in their homes. Moreover, community members have identified such protections as a major issue. For example, the Stockton Housing Justice Coalition held an event on May 3, 2020 in which a tenant bill of rights, right to counsel, strong just cause protections, and universal income for renters were indicated as needed policies. Further, ending tenant harassment and discrimination as well as rent stabilization policies are also critical to mitigating displacement. We urge the City to include a tenant protection program committing to the creation of such policies.

With regard to environmental justice, the City should both ensure a dispersal of sites so that neighborhoods with the highest pollution burdens are not the location of most future building, while also creating a remediation program to seek funding for site remediation. The City should also include EJ policies that specifically address the needs of the elderly, people with disabilities, and people with chronic respiratory conditions including establishing a program to distribute air conditioning to these vulnerable populations. For example, the City could identify sources of funds that prioritize elderly residents and residents with disabilities access to in-home HEPA air filters at little or no costs. Furthermore, the City should explore an EJ policy, similar to Los Angeles County's Green Zones Ordinance, to create air pollution buffers to prevent the future zoning of residences, schools, childcare facilities, elderly care facilities, parks, and health care facilities away from heavy industrial areas.

In addition to these recommendations, community members have identified others that the City should consider. For example, at the May 3, 2020, Stockton Housing Justice Coalition community meeting, City residents suggested: a renters' right to counsel; adoption of a tenants' bill of rights; repurposing vacant buildings, e.g., those downtown, for affordable housing; the City's acquisition of land for development of lower income housing; extending just cause eviction protections to single family homes; and universal basic income for renters. These are all appropriate and valid program considerations for the housing element that would also affirmatively further fair housing.

Increasingly, jurisdictions are creating programs to preserve affordability through community-based models such as promoting community land trusts, developing tenant opportunity to purchase ordinances, and land banking. We urge Stockton to do the same in order to create long-term community-led affordability.

IV. Conclusion

DRC submits these initial comments and recommendations, but plans to supplement these in the coming weeks. Please reach out to DRC at (619)814-8501 if we can be of any assistance as the Planning Department considers these recommendations and comments.

Thanks,



Nichole Mendoza
Senior Attorney
Civil Rights Practice Group
Disability Rights California

Attachment A

Stockton 6th Cycle Housing Element

...

Bailey Schweitzer, Weiyang Tang, Joann Martinez

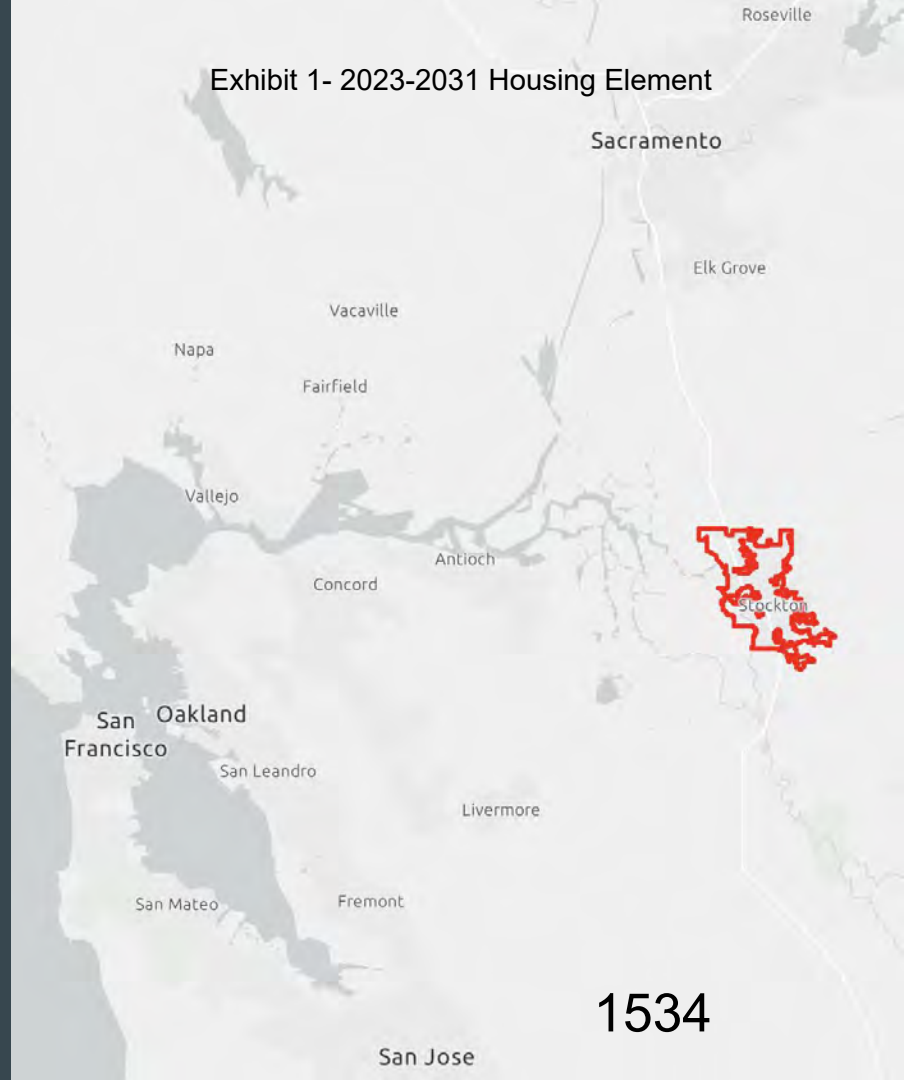
Table of contents

1. Overview of Stockton
2. Stockton's Housing Element Timeline & RHNA Allocation
3. Alleviating Patterns of Racial and Income Segregation
4. Overlapping RHNA Inventory and Polluted Neighborhoods
5. Commercial Zoning
6. Summary
7. Recommendations

Overview of Stockton, CA

- Medium-sized city of 322,000
- Located in the Central Valley, 80mi east of Berkeley
- Racially diverse - plurality Latinx
- Median HH income of \$58,393

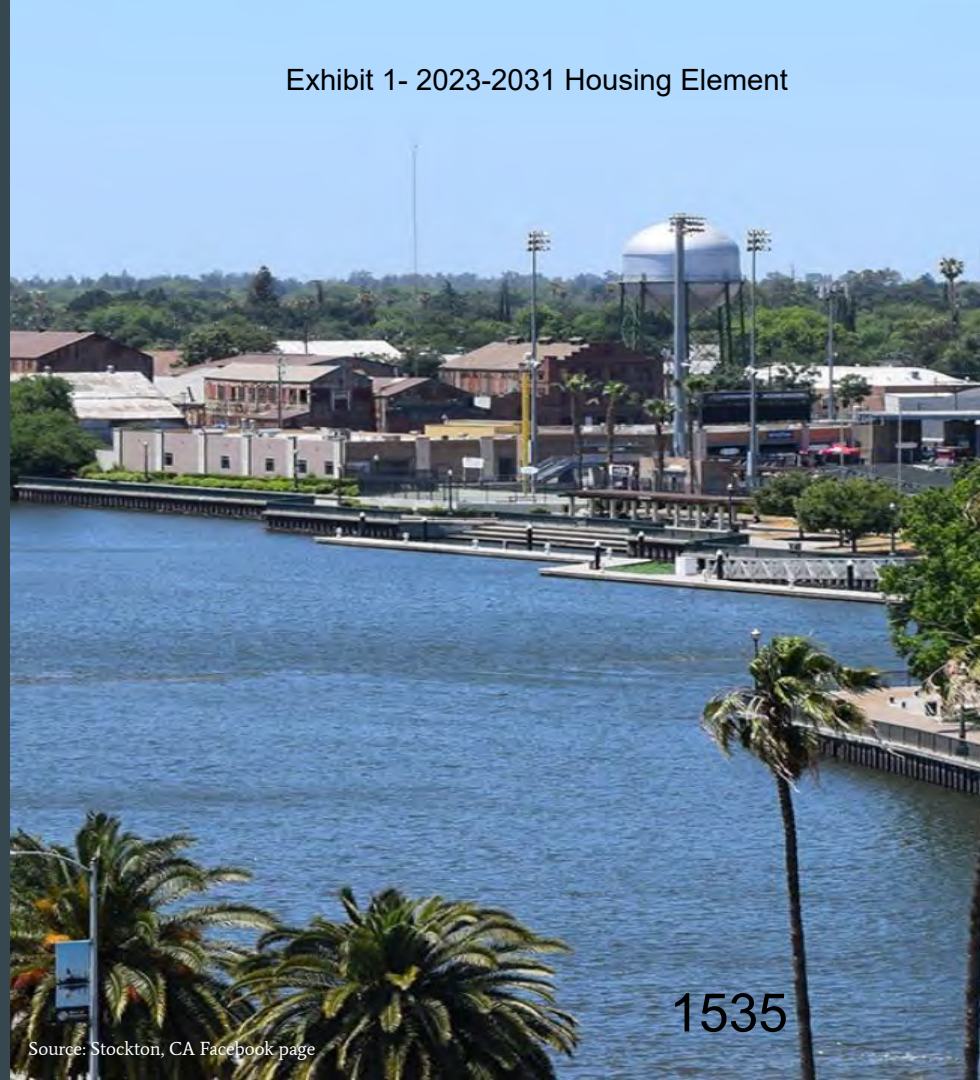
Exhibit 1- 2023-2031 Housing Element



1534

Housing Market Conditions

- 50% owner-occupied
- 72% single family
- Despite a significantly more affordable housing market than CA, it has similar levels of housing burden



Stockton's 6th Cycle Housing Element Timeline

- Stockton's 6th Cycle Housing Element isn't due to HCD until December 2023
- As of December 2022, they released a preliminary map of RHNA sites
- Focused on advising the city on how to create a compliant housing element that **affirmatively furthers fair housing** per AB 686

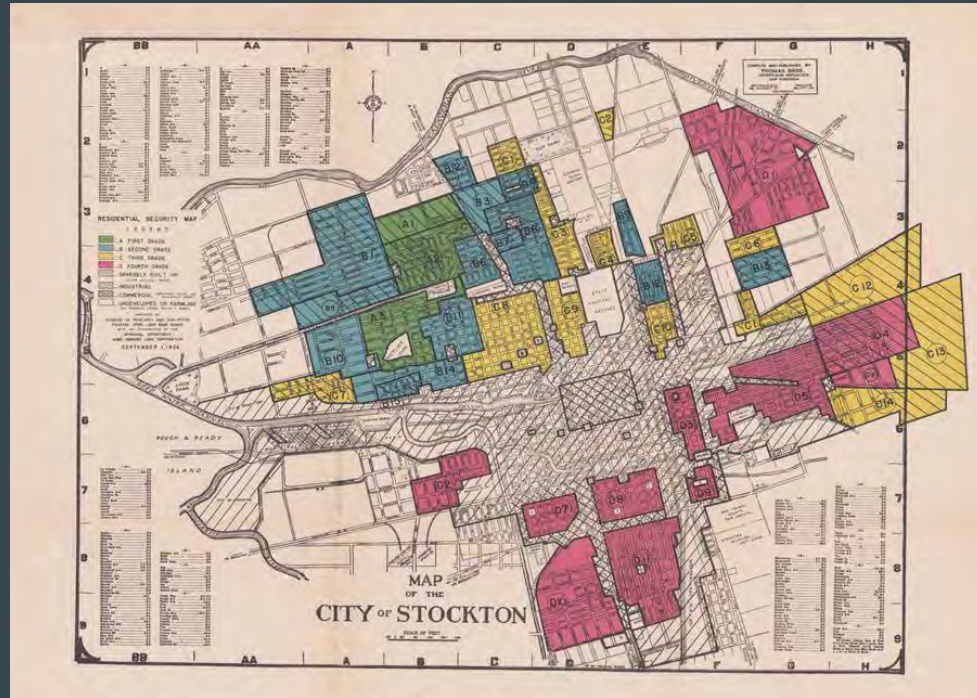
Draft Housing Element Sites Inventory

Income Group	RHNA	Entitled Projects	Sites*	Total Capacity	Surplus
Lower Income (<80% AMI)	4,013	0	5,273	5,273	1,260
Moderate Income (81%-120% of Median Income)	2,587	2,050	2,193	4,243	1,656
Above Moderate Income (>120% of Median Income)	6,072	11,620	2,177	13,797	7,725
TOTAL	12,672	13,670	9,643	23,313	10,641

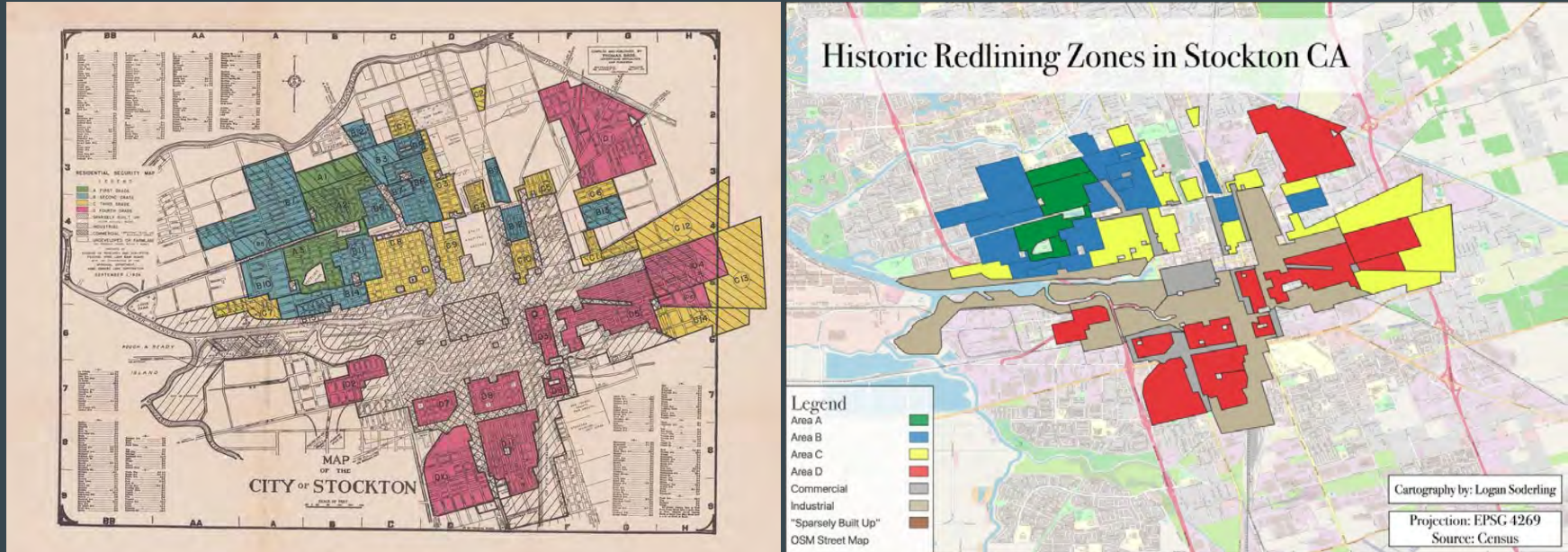
*573 acres

1537

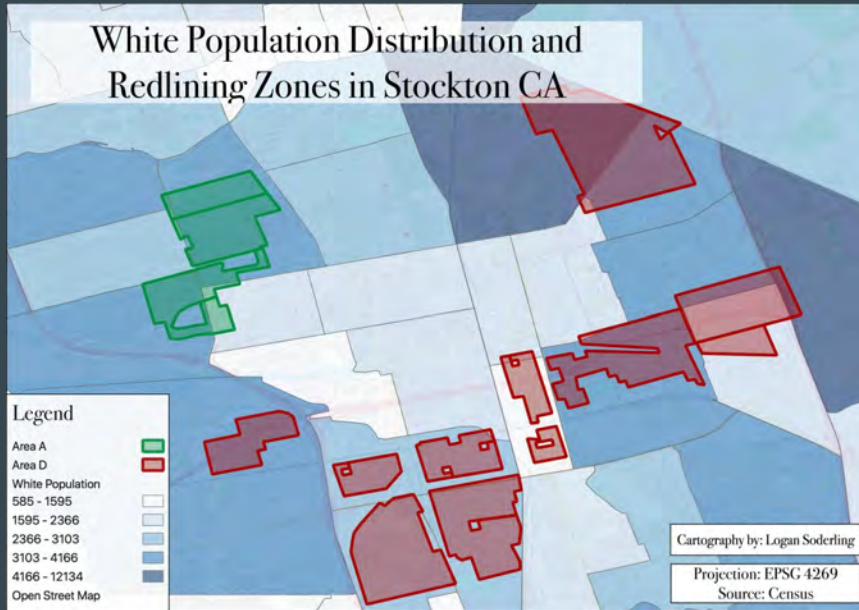
Alleviating Patterns of Racial and Income Segregation



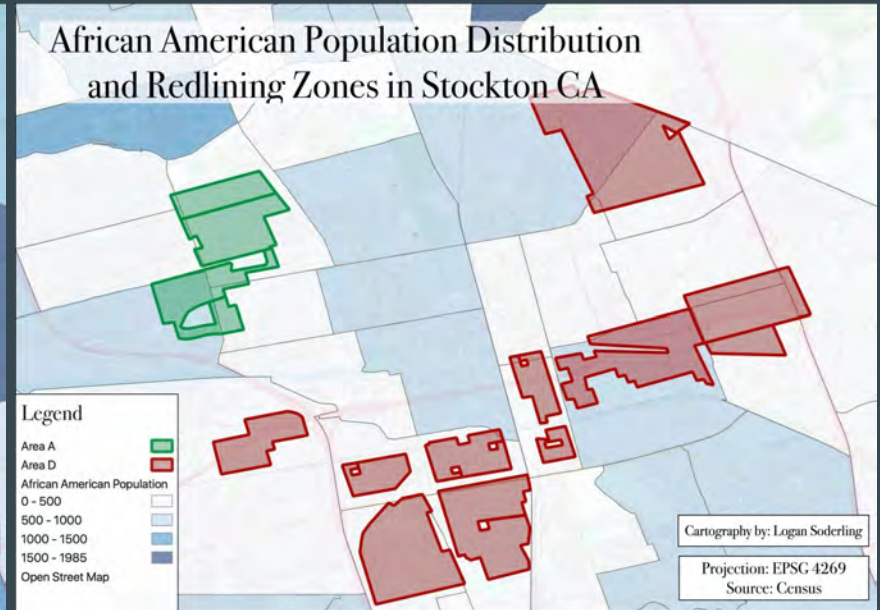
Alleviating Patterns of Racial and Income Segregation



Redlining Archives of California's Exclusionary Spaces:

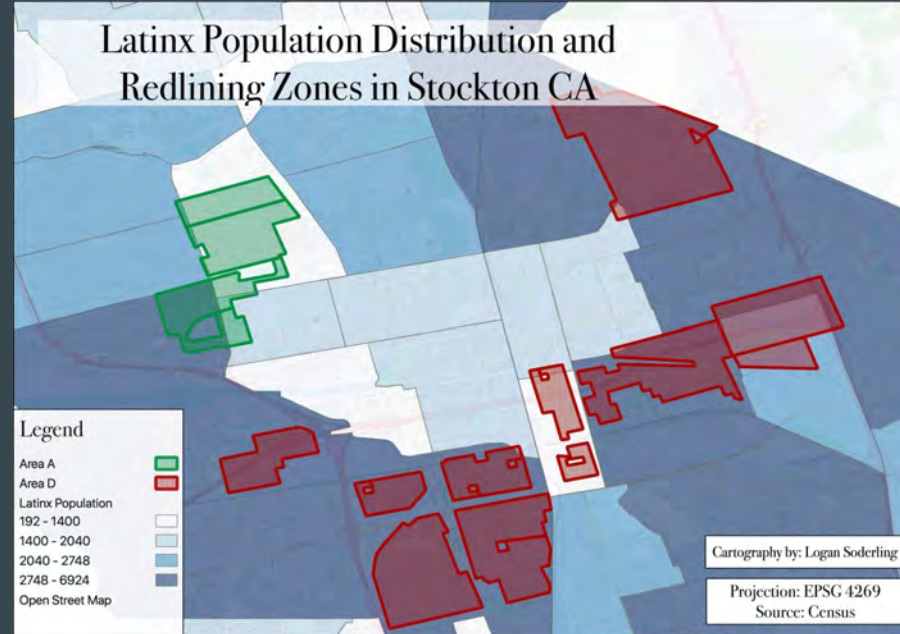


White Pop. and Redlining



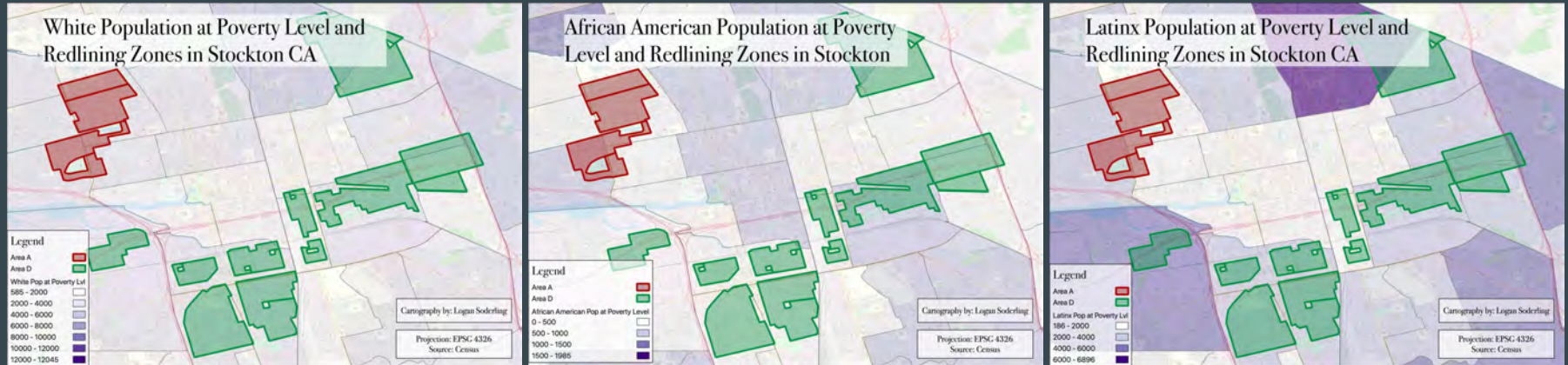
African American Pop. and Redlining

Redlining Archives of California's Exclusionary Spaces:



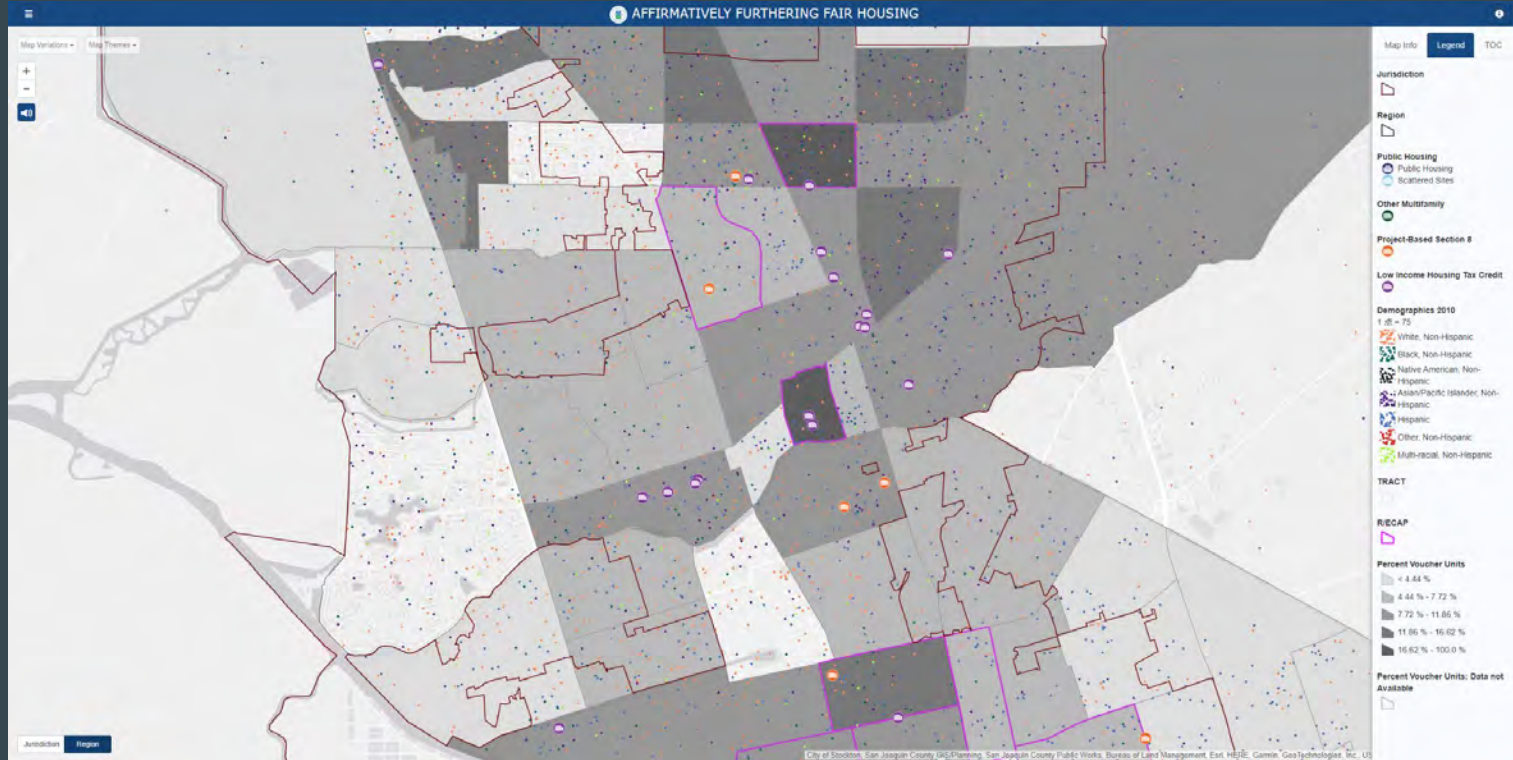
Latino Pop. and Redlining

Redlining Archives of California's Exclusionary Spaces:

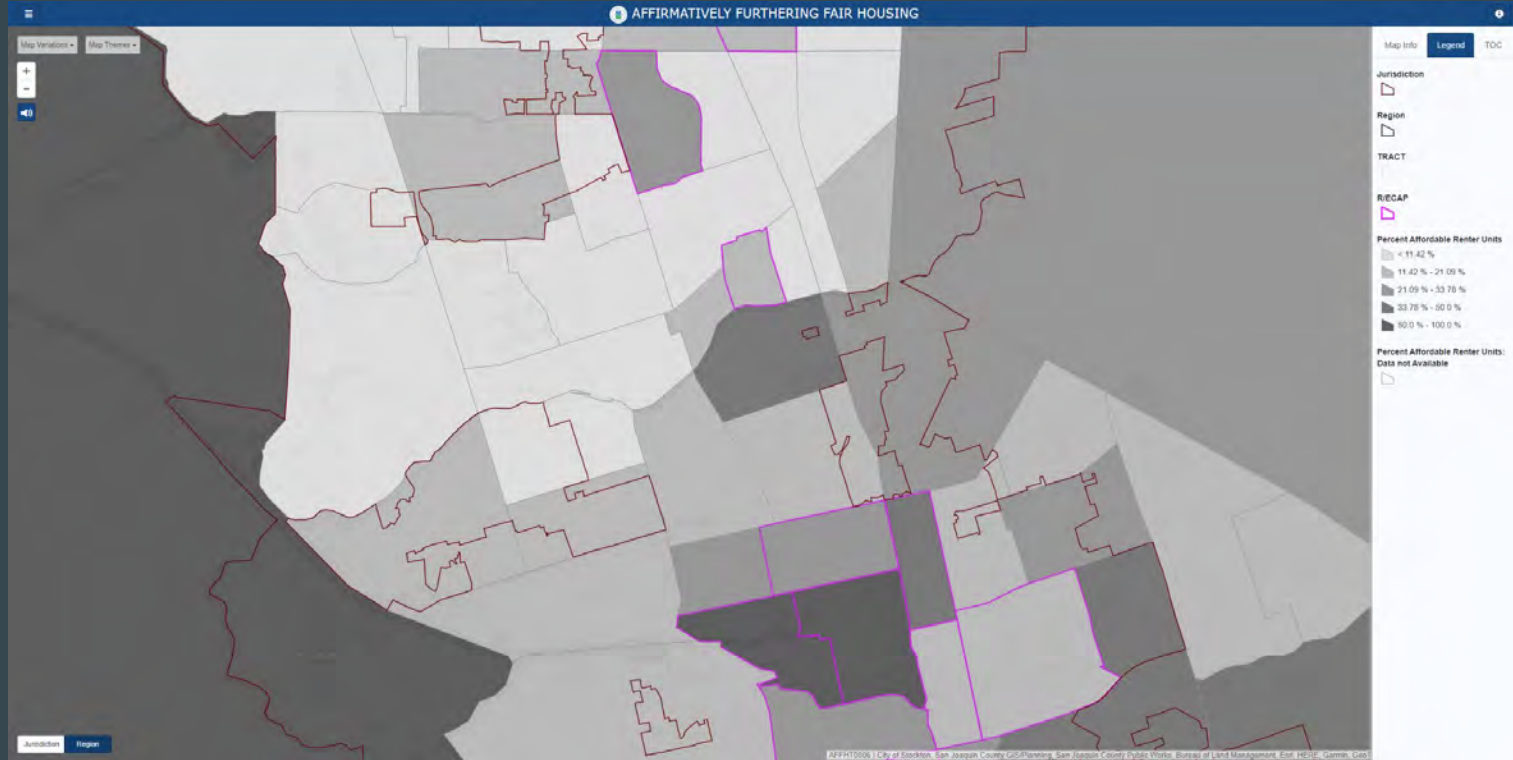


Race Poverty and Redlining

AFFH Data From HUD

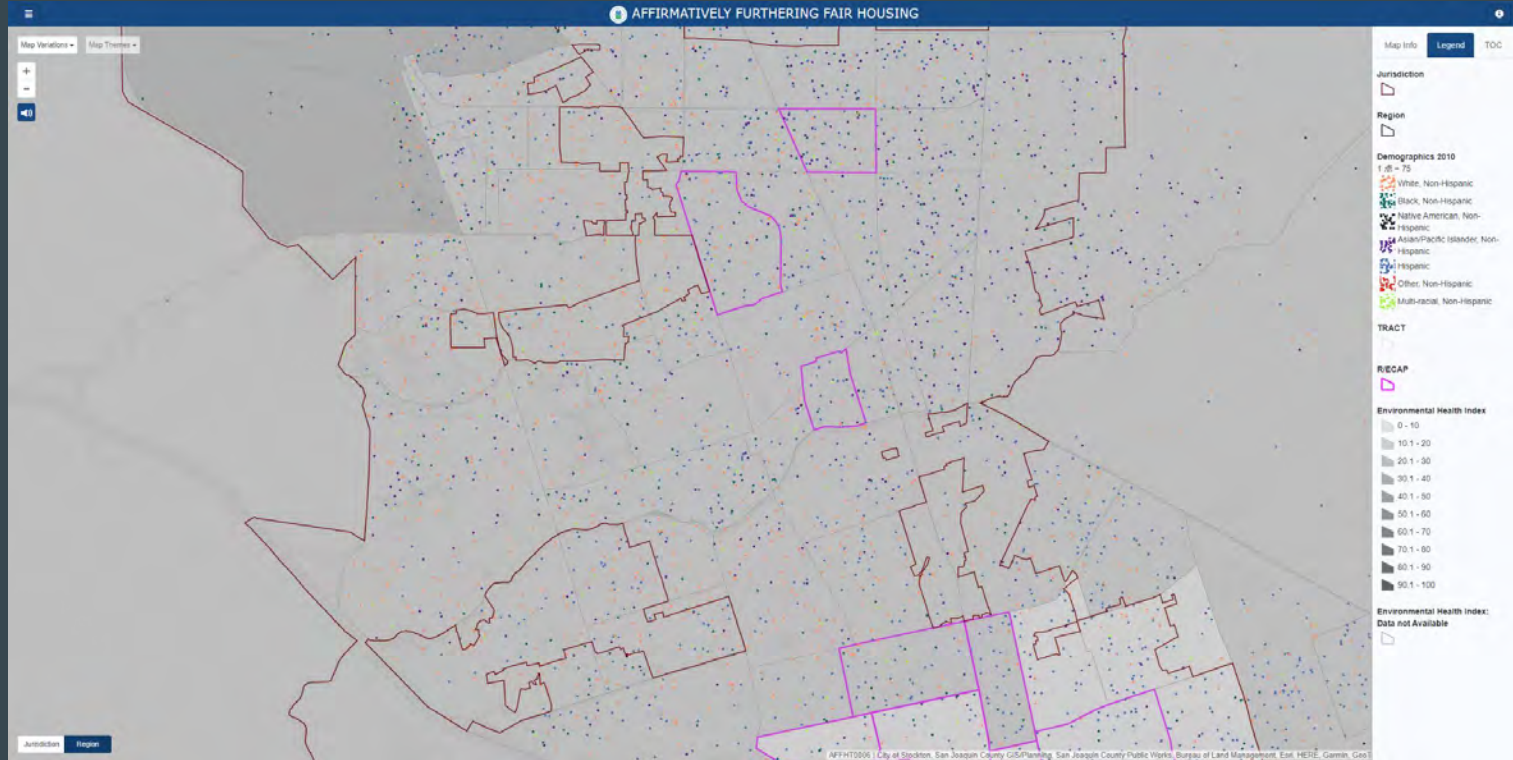


AFFH Data From HUD



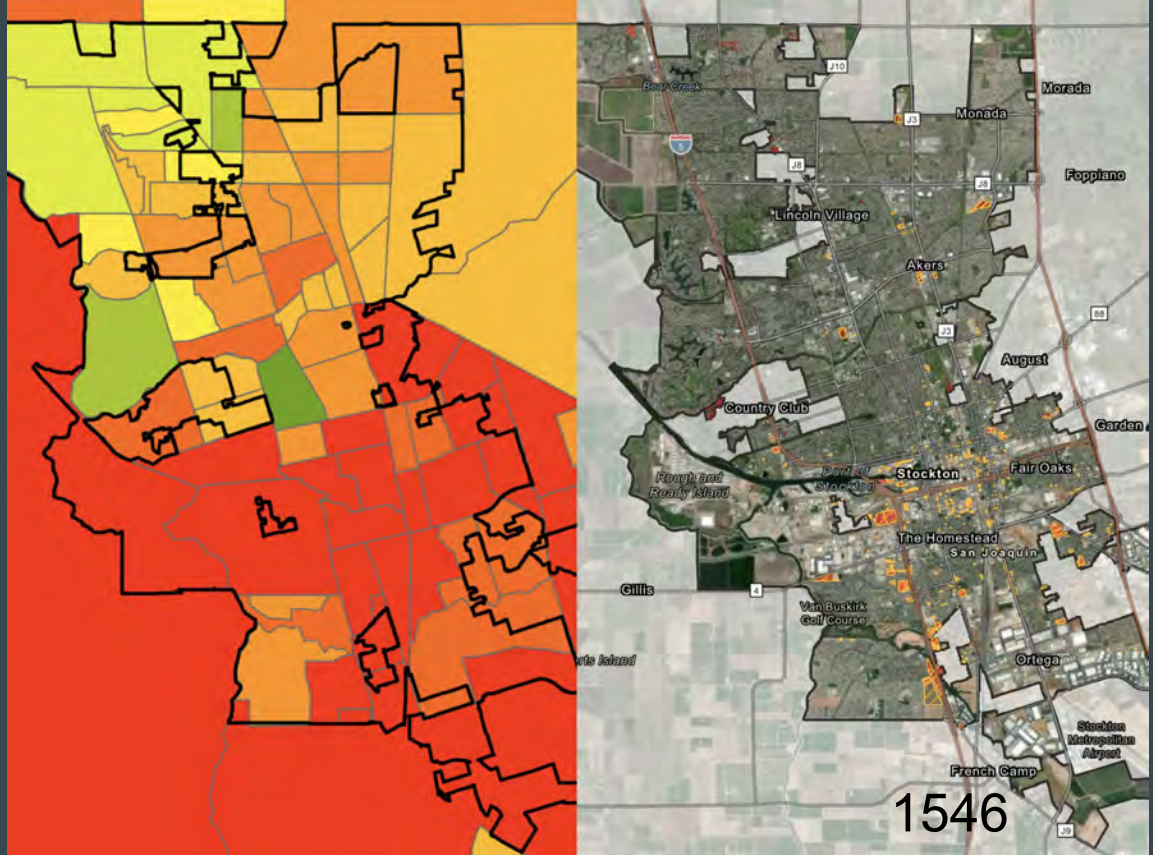
Location of Affordable Rental Housing (% Rental Units Affordable to 50%)

AFFH Data From HUD



RHNA Site Selection and Polluted Neighborhoods

- Most sites are located in neighborhoods CalEnviroScreen 4.0 considers heavily polluted and highly disadvantaged
- Unclear number of units they expect for selected sites



Stockton Brownfields

- EPA awarded Stockton a \$600,000 Brownfield Assessment Grant
- City appropriated funds through September 2021
- Conducted an assessment of redeveloping the industrial waterfront
- City is actively recruiting developers
 - Local financial assistance is unclear

Exhibit 1- 2023-2031 Housing Element



Example Site: Overlapping Clean-up and RHNA Inventory Site

- 39.72 acres
- Overlaps clean-up site
- Surrounded on all sides by highways and rail
- Located adjacent to the I5 and highway 4 interchange and abuts rail
- Development unlikely without local financial assistance

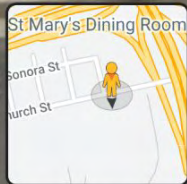
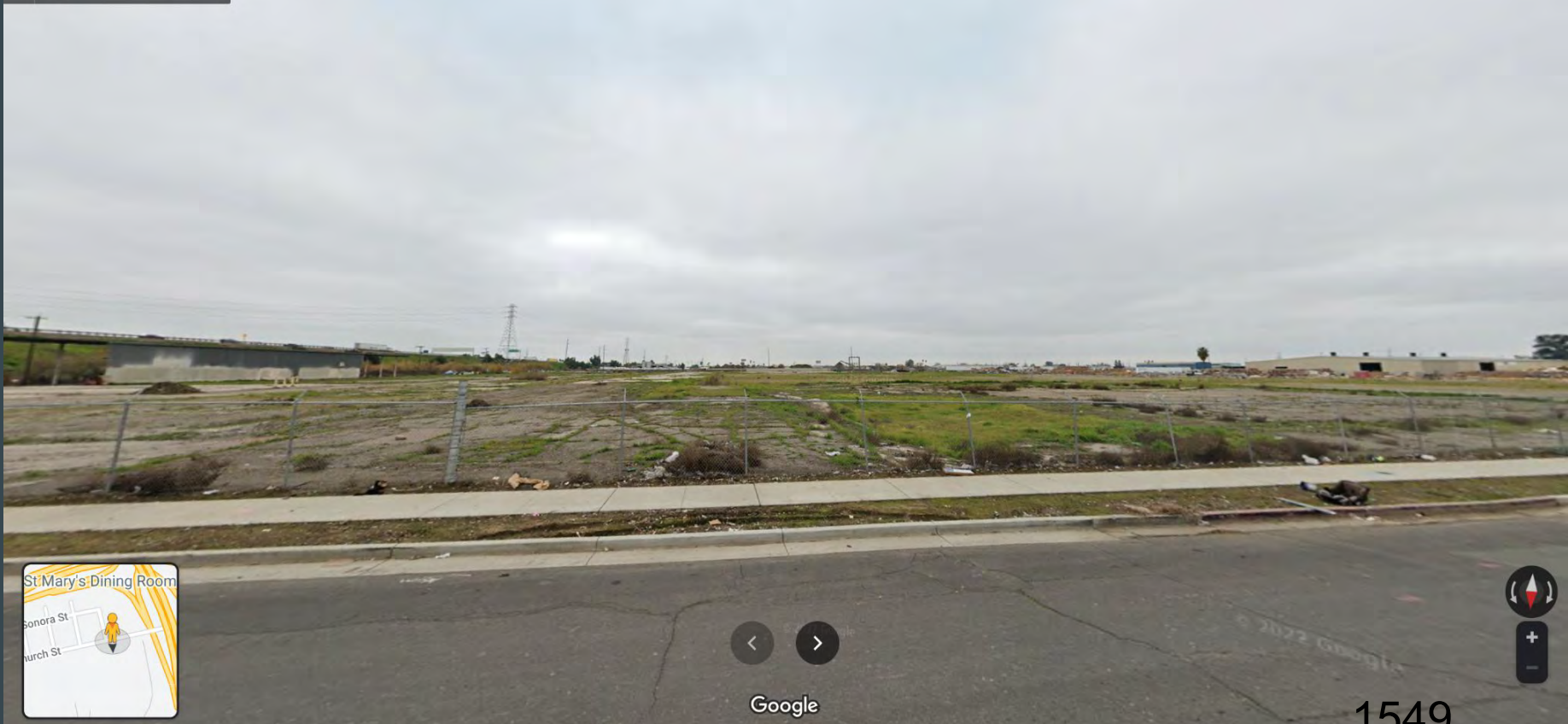


799 Church St
Stockton, California

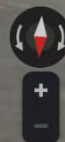


Street View - Jan 2022

Exhibit 1- 2023-2031 Housing Element



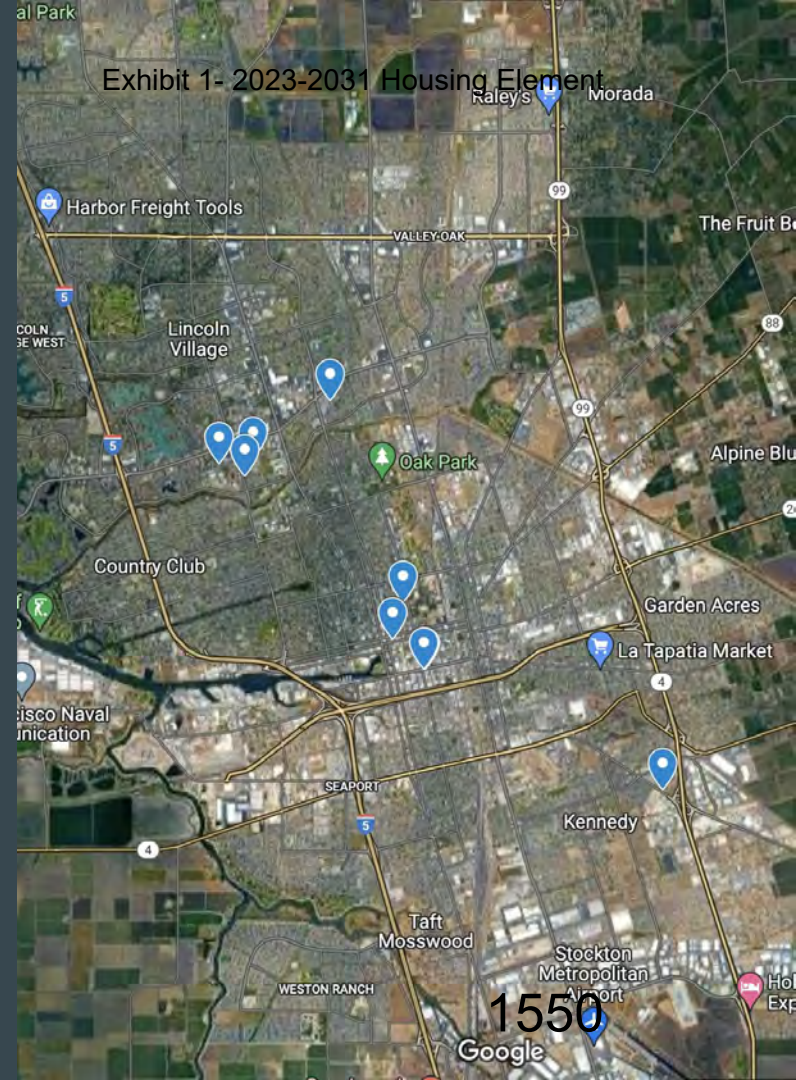
Google



1549

5th Cycle Housing Element Deed Restricted Affordable Housing

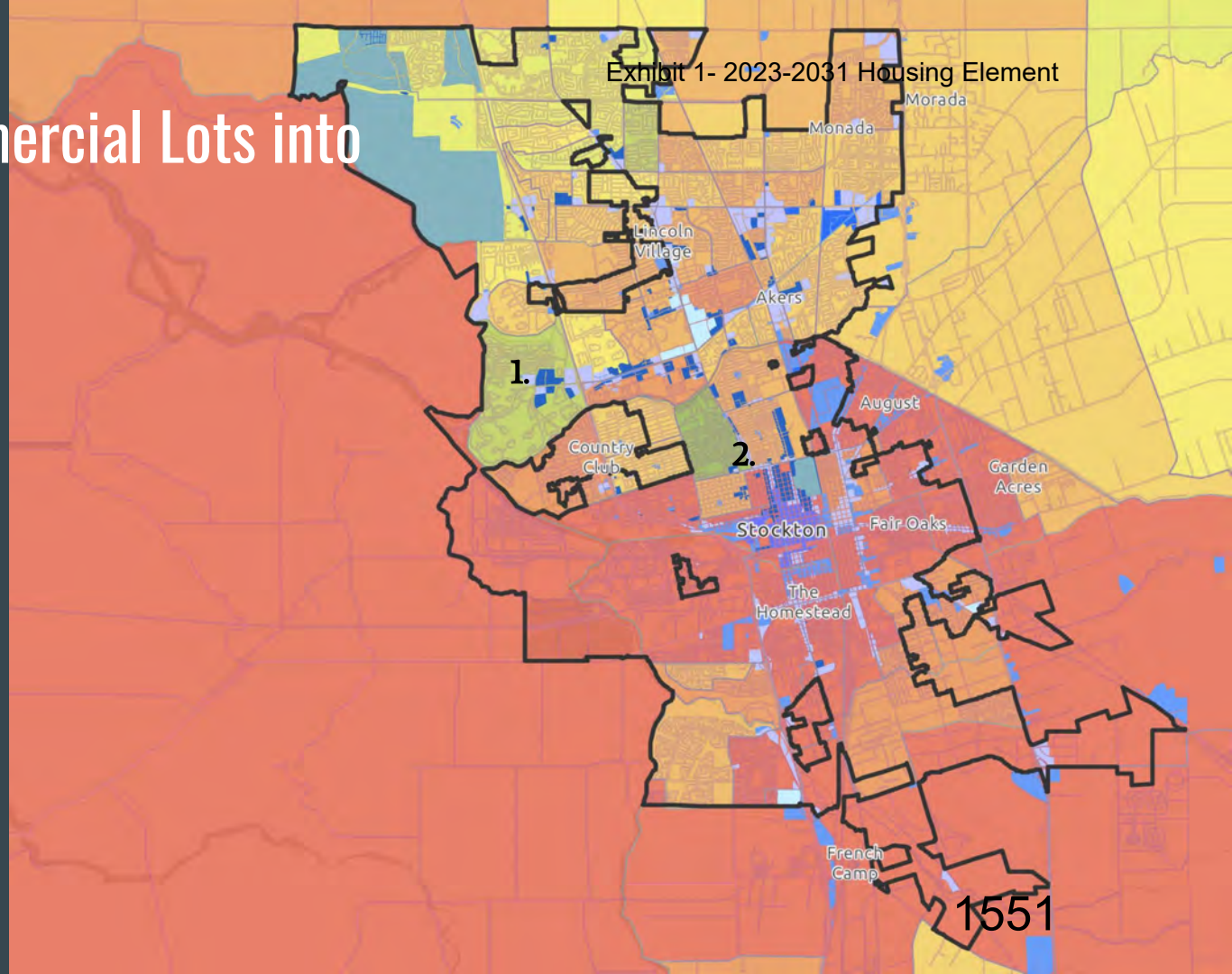
- Constructed and approved deed restricted affordable housing between January 2014 and December 2023
- Sites are located across the city in less polluted areas
- Promising for 6th cycle

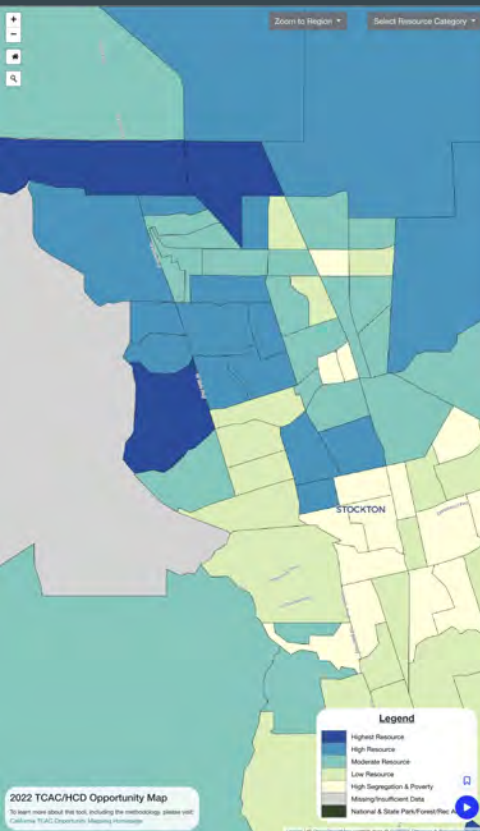


Incorporate Commercial Lots into RHNA Inventory

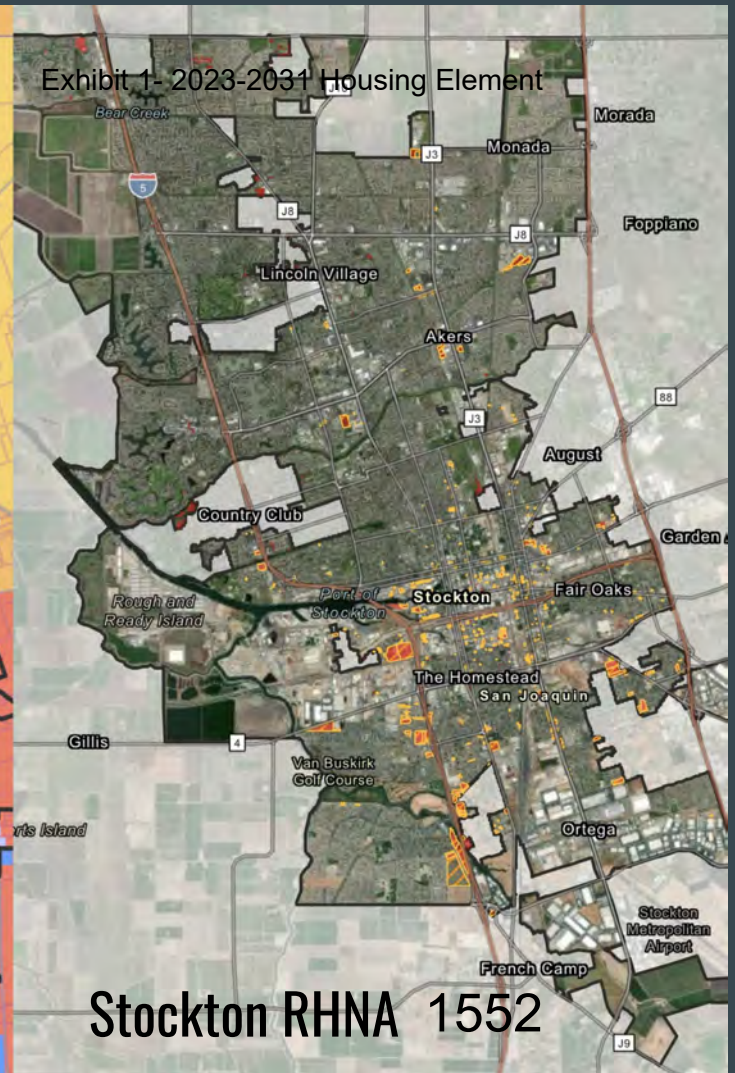
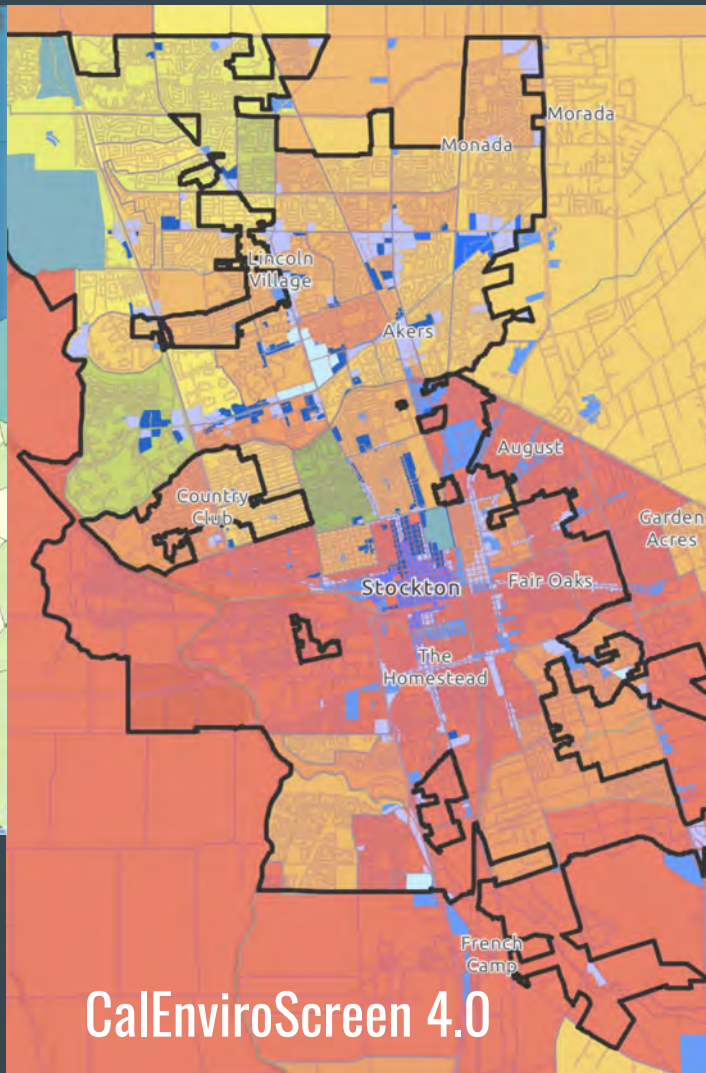
Case Study Area 1:
Brookside March Lane

Case Study Area 2:
Miracle Mile





2022 TCAC/HCD
Opportunity Map



Case Study Area 1: Brookside March Lane

3404 Shadowbrook Dr.

APN 11628002

Acres 1.20; Sq. Ft. 52,008.99

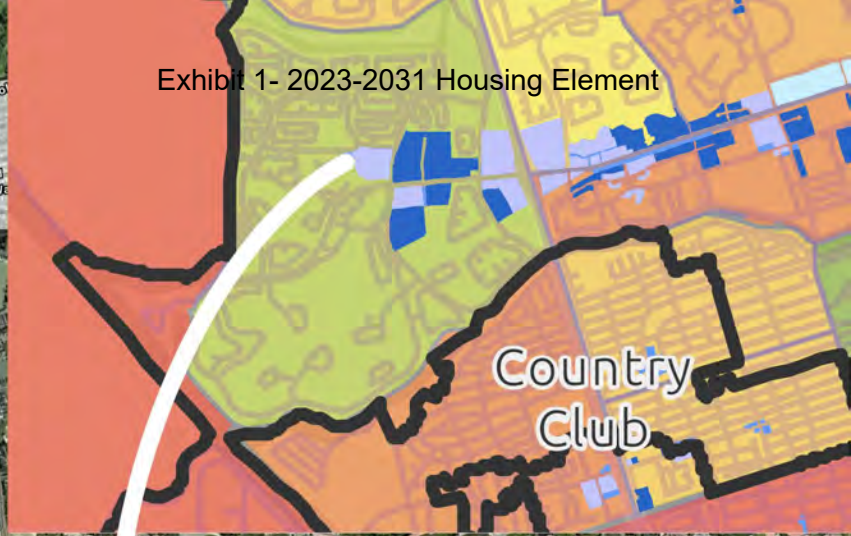
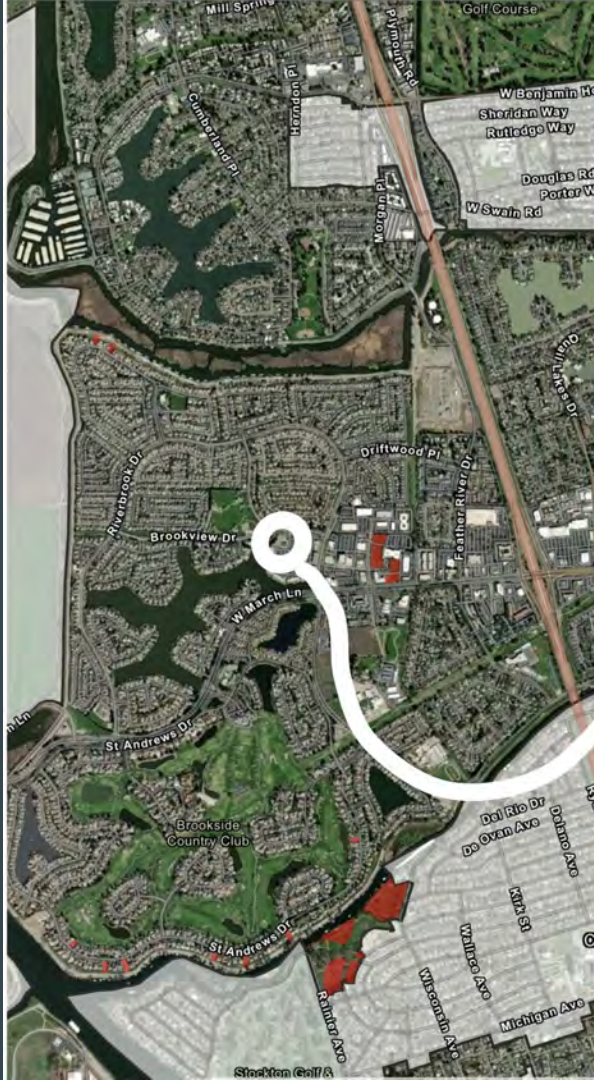


Exhibit 1- 2023-2031 Housing Element

Country
Club



1553

Case Study Area 2: Miracle Mile

A.

1828 Pacific Ave

APN 13702042

Acres 0.69 Sq. Ft. 30,795.91

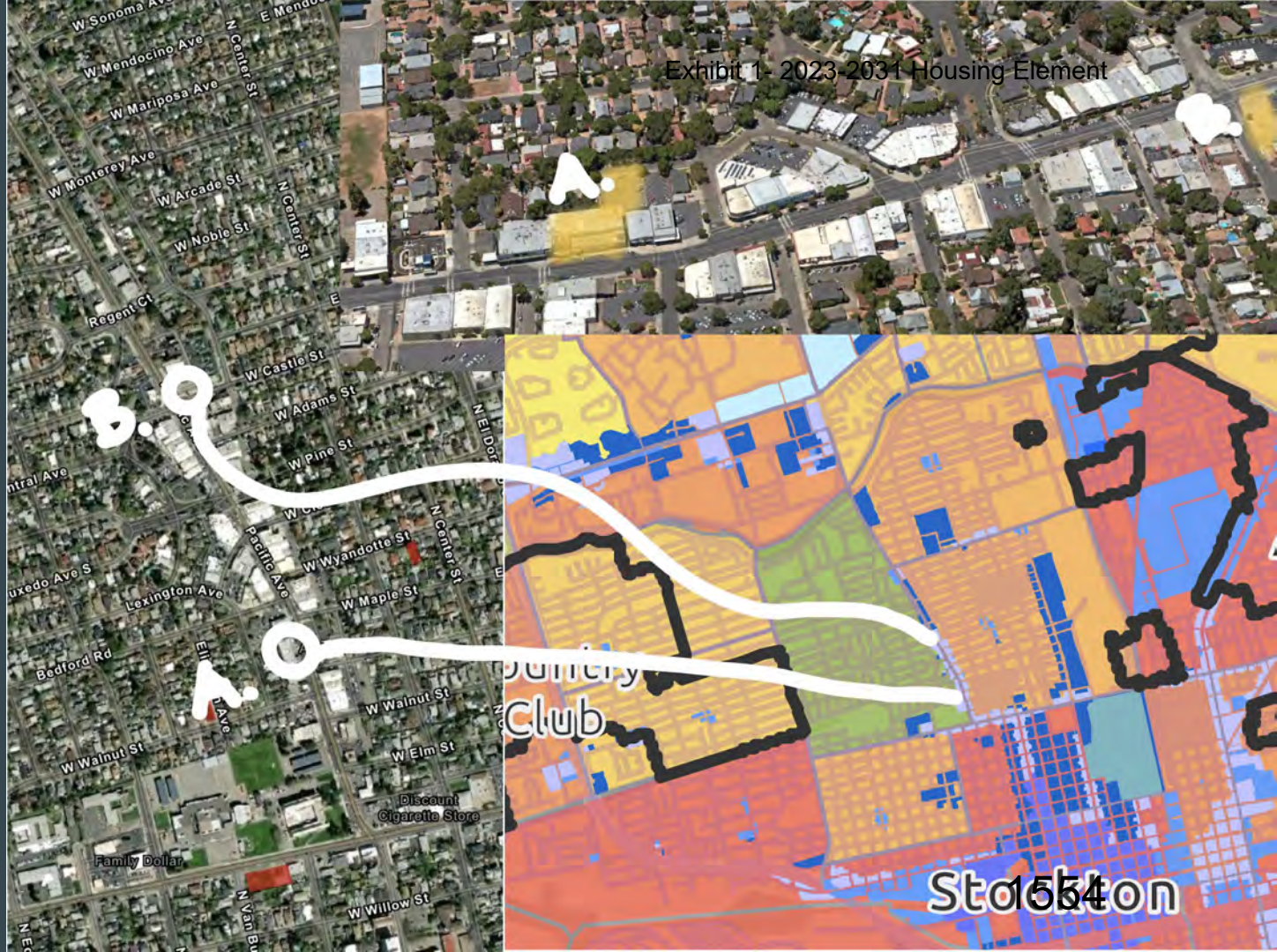
B.

2402 PACIFIC AV

APN 12506001

Acres 0.13 Sq. Ft. 6,073.93

Exhibit 1- 2023-2031 Housing Element



Summary

- Far too soon to tell what Stockton's housing element will look like
- Stockton will have met its moderate and high-income RHNA allocation through entitled projects
- Redlining has lasting implications
- Sites concentrated in distressed and high polluted neighborhoods

Recommendations

- 1) Future stages of site selection must seriously consider high opportunity communities
- 2) The large site located near downtown should receive local financial assistance if the city wants to actually build there
- 3) Incorporate environmental justice into housing element

Recommendations

- 4) Incorporate unpolluted commercial zones, namely Miracle Mile & Brookside March Lane, into element
- 5) Government should not just focus on investing on North Stockton. South of the crosstown freeway also need some attention.
- 6) City should stop subsidizing unprofitable public golf courses in north Stockton and put money toward affordable housing fund.

QUESTIONS?

The Kennedy Commission, et al.,

Judge Mary Strobel
Hearing: May 11, 2017

v.

City of Costa Mesa, et al.,

30-2016-00832585

Tentative Decision on Petition for Writ of
Mandate: Granted in part, Denied in part

Petitioners The Kennedy Commission, Mehrnoosh Barimani, Timothy Dadey, Denise Riddell, and Anthony Wagner as successor-in-interest to Patricia Wagner ("Petitioners") seek a writ of mandate compelling Respondents City of Costa Mesa and its City Council ("Respondents") to set aside four land use approvals related to the development of a luxury apartment complex by Real Party in Interest Miracle Mile Properties, LP ("Real Party"). Petitioners also seek declaratory and injunctive relief with regard to alleged violations of the California Relocation Assistance Act.

Judicial Notice

Petitioners' RJN Exhibits 1-7 – Granted.

Statement of the Case

Real Party is the owner of the Costa Mesa Motor Inn at 2277 Harbor Boulevard, Costa Mesa, CA.¹ (Pet. ¶¶ 1, 12; AR 215.) The Motor Inn is a 236-room two-story motel that was developed in 1972. A conditional use permit allowed the motel to operate with up to 40 percent of the rooms rented as long term occupancy (more than 28 days). (AR 58.) The 4.05 acre site is bounded by the Costa Mesa Golf Course to the north, commercial uses to the south, and residential uses to the west. As a motel, the site was zoned C1 (Local Business District) and with a land use designation of General Commercial. (AR 57.)

On or about March 7, 2014, the Real Party submitted a general plan screening application for a site specific General Plan amendment to "high density residential" reflecting 60 dwelling units per acre ("du/acre"), and a zone change to "Planned

¹ Earlier portions of the record refer to the property owner as Century Quality Management. (AR 215.) It is undisputed that Real Party is the current property owner. (AR 3153.) To avoid confusion, the court refers to the property owner as Real Party.

Development Residential – High Density” to allow construction of 236 apartment units to replace 236 motel units. (AR 1.)

In a letter to the mayor and city council dated March 3, 2014, Real Party’s agent, Donald Lamm, described the proposed project to demolish the Motor Inn and replace it with “luxury apartments.” Lamm acknowledged that the request for 60 du/acres was greater than allowed in the R-3 zone, and that “ours is an unusual proposal but one which is good urban planning.” (AR 3-4; see also AR 138-139.)

In its July 29, 2014 screening application, Real Party paid a \$1,760 for a density bonus review. (AR 215-216.) A project summary, dated July 25, 2014, described the proposed density of the project as follows: “40 units per acre x 4 acre = 160 units x 1.35 density bonus = 216 units.” The summary indicated that 19 units would be reserved for moderate income residents. (AR 210.)

In a revised application submitted on or about July 10, 2015, Real Party sought density of 54 du/acre for the project and proposed that the city create a “Costa Mesa Density Bonus Program.” Real Party wrote: “Since this applicant is not seeking any concessions, and therefore, the City is not mandated to grant a density bonus [under state law], the City ‘may’ still grant a density bonus on a site specific basis if Council believes the density bonus benefits the community.” (AR 3158.)

In an agenda report dated October 23, 2015, the city planning division analyzed the proposed density. The planning division wrote that “the proposed base density would be 166 units (40 du/acre) with a development incentive for an additional 58 dwelling units to be justified by (a) provision of 20 affordable units for moderate-income households; and (b) complete demolition of the Costa Mesa Motor Inn.” (AR 6615.) The planning division further stated that the site specific density request was not related to a density bonus under Government Code section 65915 et seq. and “the project is not requesting the City provide incentives or concessions.” The planning division further noted that the “current 2013-2021 Housing Element does not include the Costa Mesa Motor Inn, or any other motels, as required to meet the RHNA [Regional Housing Needs Assessment] obligation for providing affordable housing. Also, ... the current long-term rents at the Costa Mesa Inn are not considered affordable, as rents range between \$1,213 and \$1,334 for a 300 square-foot room.” (AR 6615.)

On November 3 and 17, 2015, the City Council adopted the following land use actions related to the Project:

- Resolution No. 15-16, approving a General Plan amendment changing the project site’s land use designation from General Commercial to High Density Residential, with a site specific density of 54 du/acre for the proposed 224-unit

apartment complex (AR 6662). The resolution stated that a “development incentive” was justified by “(a) provision of 20 affordable units for moderate-income households and (b) complete demolition of the Costa Mesa Motor Inn.” (Ibid.)

- Resolution No. 15-61, approving the Project’s master plan for the Project (AR 6662-6669);
- Ordinance No. 15-14, rezoning the Property as high density residential (AR 7018-19); and
- Ordinance No. 15-15, adopting a zoning code amendment for a site-specific density of 54 du/acre (AR 7153-56.)

Procedural History

On January 28, 2016, Petitioners filed a verified petition for writ of mandate and complaint for declaratory and injunctive relief.

On June 10, 2016, the court (Judge Robert O’Brien) granted Petitioners’ motion for a preliminary injunction with respect to Petitioners’ claims under the California Relocation Assistance Act. The court entered an order enjoining implementation of the four entitlements approved by the City Council on November 3 and 17, 2015. On July 29, 2016 and August 9, 2016, Petitioners filed ex parte applications for a TRO or other injunctive relief to enjoin Real Party from vacating the motel. The court (Judge O’Brien and Judge Brazile) denied the applications. (See Thompson Decl. ¶¶ 9-12.) The Court of Appeal denied Petitioners’ petition for writ of supersedeas and request for an immediate stay. (Id. Exh. E.) On November 14, 2016, this court denied Petitioners’ ex parte application for a stay pending appeal.

On February 3, 2017, Petitioners filed their opening brief in support of the writ petition. The court has received Respondents’ and Real Party’s opposition briefs, and Petitioners’ reply.

Standard of Review

In the petition and opening brief, Petitioners contend that they are entitled to writ relief under section 1085. (OB 12-13.) In opposition, Respondents and Real Party dispute this standard of review, pointing out that hearings were required and held by the City Council before the approvals were granted. (See Resp. Oppo. 2.) It appears that some parts of the petition fall under section 1085, while others are reviewed by administrative mandamus.

“Judicial review via administrative mandate is available ‘only if the decision[] resulted from a ‘proceeding in which *by law*: 1) *a hearing is required to be given*, 2)

evidence is required to be taken, and 3) discretion in the determination of facts is vested in the agency.' Thus, ordinary mandate is used to review adjudicatory actions or decisions when the agency was not required to hold an evidentiary hearing." (*Bunnett v. Regents of University of California* (1995) 35 Cal.App.4th 843, 848.)

CCP Section 1094.5

"The grant of a land use permit or variance is an adjudicatory act, subject to review by administrative mandamus." (*Wollmer v. City of Berkeley* (2009) 179 Cal.App.4th 933, 938.) Under CCP section 1094.5(b), an abuse of discretion is established if the agency has not proceeded in the manner required by law, the decision is not supported by the findings, or the findings are not supported by the evidence. (CCP § 1094.5(b).)

Petitioners do not assert that a fundamental vested right is involved. Therefore, the standard of review of factual determinations is the substantial evidence test. (*Patterson Flying Serv. V. Dep't of Pesticide Regulation* (2008) 161 Cal.App.4th 411, 419 and fn. 1.) Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion (*California Youth Authority v. State Personnel Board* (2002) 104 Cal. App. 4th 575, 584-85), or evidence of ponderable legal significance which is reasonable in nature, credible and of solid value. (*Mohilef v. Janovici* (1996) 51 Cal. App. 4th 267, 305 n. 28.)

As to zoning issues, "[a] governing body's conclusion that a particular project is consistent with the relevant general plan carries a strong presumption of regularity that can be overcome only by a showing of abuse of discretion." (*Wollmer v. City of Berkeley* (2009) 179 Cal.App.4th 933, 940.) "This review is highly deferential to the local agency, recognizing that the body which adopted the general plan policies in its legislative capacity has unique competence to interpret those policies when applying them in its adjudicatory capacity.... A reviewing court's role 'is simply to decide whether the city officials considered the applicable policies and the extent to which the proposed project conforms with those policies.'" (Ibid.)

CCP Section 1085

It appears that Petitioners' fourth cause of action for violation of the California Relocation Assistance Act is reviewable under section 1085. Petitioners appear to assert that Respondents owe a clear, present, and ministerial duty to comply with the CRAA. (Pet. ¶¶ 80-85.)

There are two essential requirements to the issuance of an ordinary writ of mandate under Code of Civil Procedure section 1085: (1) a clear, present and

ministerial duty on the part of the respondent, and (2) a clear, present and beneficial right on the part of the petitioner to the performance of that duty. (*California Ass'n for Health Services at Home v. Department of Health Services* (2007) 148 Cal.App.4th 696, 704.) "In general, when review is sought by means of ordinary mandate the inquiry is limited to whether the decision was arbitrary, capricious, or entirely lacking in evidentiary support." (*Bunnett, supra* at 849.)

While not discussed by the parties, the court notes that "adoption of the general plan or any part or element thereof or the adoption of any amendment to such plan or any part or element thereof is a legislative act which shall be reviewable pursuant to Section 1085 of the Code of Civil Procedure." (Gov. Code § 65301.5; *Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 535.) However, Petitioners do not appear to challenge the adoption of the General Plan amendment under section 65301.5.

Statutory Interpretation

Interpretation of a statute, such as the state Density Bonus Law, presents a question of law that the court reviews de novo. (*Woodland Park Management, LLC v. City of East Palo Alto Rent Stabilization Bd.* (2010) 181 Cal.App.4th 915, 919.)

"The rules governing statutory construction are well settled. We begin with the fundamental premise that the objective of statutory interpretation is to ascertain and effectuate legislative intent. [Citations.] To determine legislative intent, we turn first to the words of the statute, giving them their usual and ordinary meaning. [Citations.] When the language of a statute is clear, we need go no further. However, when the language is susceptible of more than one reasonable interpretation, we look to a variety of extrinsic aids, including the ostensible objects to be achieved, the evils to be remedied, the legislative history, public policy, contemporaneous administrative construction, and the statutory scheme of which the statute is a part." (*Nolan v. City of Anaheim* (2004) 33 Cal.4th 335, 340.)

When interpreting a statute, the court must construe the statute, if possible to achieve harmony among its parts. (*People v. Hall* (1991) 1 Cal. 4th 266, 272; *Legacy Group v. City of Wasco* (2003) 106 Cal.App. 4th 1305, 1313). "When the legislature has carefully employed a term in one place and has excluded it in another, it should not be implied where excluded." (*Wasatch Property Management v. Degrate* (2005) 35 Cal.4th 1111.) "When interpreting statutory language, we may neither insert language which has been omitted nor ignore language which has been inserted." (See *People v. National Auto. and Cas. Ins. Co.* (2002) 98 Cal.App.4th 277, 282.)

Analysis

State Density Bonus Law

Petitioners argue that “City violated the text, spirit, and history of the DBL [Density Bonus Law] by providing a density bonus grossly in excess of generally-allowable maximum densities in exchange for replacing low-income housing with a luxury apartment complex.” (Opening Brief (OB 13.) Petitioners make two sub-arguments: the Project does not qualify for a density bonus under the express language of the DBL, and the Project violates the DBL’s “no net loss” provision. (OB 13-15.) Petitioners also make a preemption argument, stating that the DBL was intended “to constrain municipalities’ ability to hand out valuable concessions without extracting affordable housing commitments.” (OB 13.)

“The purpose of the Density Bonus Law is to encourage and provide incentives to developers to include low and moderate income housing units in their developments. (§ 65913.) ‘In 1979, the Legislature added several provisions to the Planning and Zoning Law ([] § 65000 et seq.) to address the shortage of affordable housing in California. ([] § 65913, subd. (a); [citations].) One of these statutes, Section 65915, offers incentives to developers to include low income housing in new construction projects. Although application of the statute can be complicated, its aim is fairly simple: When a developer agrees to construct a certain percentage of the units in a housing development for low- or very-low-income households, ... the city or county must grant the developer one or more itemized concessions and a ‘density bonus,’ which allows the developer to increase the density of the development by a certain percentage above the maximum allowable limit under local zoning law. [Citation.] In other words, the Density Bonus Law ‘reward[s] a developer who agrees to build a certain percentage of low-income housing with the opportunity to build more residences than would otherwise be permitted by the applicable local regulations.’ [Citations].” (*Wollmer v. City of Berkeley* (2009) 179 Cal.App.4th 933, 940-941.)

When Real Party proposed the project, there were four ways to qualify for a residential density bonus under the DBL: the developer must agree to reserve either (1) ten percent of the project's total units for lower income households; (2) five percent of the project's total units for very low-income households; (3) all units in a project for senior citizens; or (4) in a "common interest development", 10 percent of the project's total units for moderate-income households. (§ 65915(b)(1).)

In its agenda report dated October 23, 2015, the city planning division stated that the site specific density request was not related to a density bonus under Government Code section 65915 et seq. and “the project is not requesting the City provide incentives or concessions.” (AR 6615.) These statements are consistent with Real Party’s July 2015 application. (AR 3158.) There is no indication from the resolutions and

ordinances at issue that City was intending to grant a density bonus or other concessions under the DBL.

For similar reasons, Petitioners' argument that the Project violates the DBL's no net loss provision is not directly on point. Because Real Party did not seek or obtain a density bonus or other concessions under the DBL, the no net loss provision does not apply directly to the Project. (§ 65915(c)(3).) However, as discussed below, various parts of the DBL, including the no net loss provision, suggest legislative intent to preclude local governments from granting density bonuses in a manner inconsistent with the DBL.²

As argued by Petitioners, the undisputed record suggests that City granted a large density bonus above the maximum density allowed by the General Plan. (See Reply 7.) Prior to November 3, 2015, the maximum allowable density pursuant to the Motor Inn's General Plan designation of General Commercial was 20 du/acre.³ The density for a land use designation of High Density Residential, to which the Project site was changed on November 3, 2015, was also 20 du/acre. However, a density of 40 du/acre was apparently allowed in some parts of the City for this residential designation.⁴ (AR 5906.) City granted an increase to 54 du/acre for the Project. (See AR 6662.) Real Party promised to build only 20 moderate-income rental units, but the Project was not a "common interest development" that would qualify for a density bonus under the DBL. Real Party did not promise to build units for low or very-low income residents. Moreover, for a density bonus of 35 % (from 40 du/acre to 54 du/acre), the project applicant must agree to build 11 percent very low-income units; 20 percent low

² Petitioners cite AR3153-3160 to support their claim that approximately 50 low or very low income households occupied rooms at the Motor Inn when the project approvals were implemented. However, the court was unable to locate this evidence in the cited portion of the record. Counsel should address this at the hearing.

³ The opposition papers argue that land zoned C1, which prohibits residential uses, were approved for a base density of zero (0) du/acre. (Real Party Oppo. 8.) The court does not find that distinction to be dispositive, as the land was rezoned to high density residential.

⁴ According to a table cited by Petitioners, the density for a land use designation of high-density residential is 20 du/acre. (AR 5906.) However, the land use element states that certain areas in North Costa Mesa allow density in excess of 20 du/acre for that designation. (AR 5906.) Although not clear, Petitioners appear to concede that a density of 40 du/acre was allowable for a designation of High Density Residential at the Project site. (See OB 11:8; Reply 10-11.) The parties have not fully explained whether the density of 40 du/acre was allowed under the General Plan as written at the time of the application. (See AR 3157.) This distinction is not dispositive to the writ.

income units; or 40 percent moderate income units (in a common interest development.) (§ 65915(f).) It is undisputed that the Project did not comply with these requirements.

Therefore, the issue is whether the DBL preempts localities, such as the City, from granting a density bonus for Projects that do not qualify under the DBL. "Local legislation that conflicts with state law 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.'" (*City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, 743.)

Are City's Actions Contradictory of the DBL?

"The 'contradictory and inimical' form of preemption does not apply unless the ordinance directly requires what the state statute forbids or prohibits what the state enactment demands. [Citations.] Thus, no inimical conflict will be found where it is reasonably possible to comply with both the state and local laws." (*City of Riverside, supra*, 56 Cal.4th at 743.)

The DBL provides "that when a housing developer agrees to construct a certain percentage of total units of a housing development for low-income households, a county shall grant a density bonus and at least one of several itemized concessions or incentives or provide other incentives of equivalent value based on the land cost per dwelling unit." (*Shea Homes Ltd. Partnership v. County of Alameda* (2003) 110 Cal.App.4th 1246, 1262-63; see also *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807, 825.)

The following subdivisions of Section 65915, among others, are relevant to the analysis of whether City's approval of a density bonus is inimical to the DBL:

(a)(1) ***When an applicant seeks a density bonus for a housing development*** within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, ***that local government shall comply with this section.*** A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section....(emphasis added.)

(b)(1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as

described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following: [¶¶]

(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county....

(n) ***If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.*** (emphasis added.) [¶¶]

(o)(2) ***"Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail....*** [¶¶]

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

Section 65917 of the DBL, titled "Legislative intent; development agreement," is also relevant and provides in full:

In enacting this chapter it is the intent of the Legislature that the density bonus or other incentives offered by the city, county, or city and county pursuant to this chapter shall contribute significantly to the economic feasibility of lower income housing in proposed housing developments. ***In the absence of an agreement by a developer in accordance with Section 65915, a locality shall not offer a density bonus or any other incentive that would undermine the intent of this chapter.*** (§ 65917 [emphasis added].)

A reasonable interpretation of section 65915, in light of the stated legislative intent, is that the legislature intended to create a comprehensive framework for cities and other local governments to grant incentives to developers to include low income housing in development projects. Notably, section 65915(a) states that "when an

applicant seeks a density bonus for a housing development within ... a city ... that local government shall comply with this section." This language seems intended to encompass all applications for density bonuses for a housing development. Subdivision (a) also requires cities to "adopt an ordinance that specifies how compliance with this section will be implemented." Respondents have not cited to any portions of city law allowing the City to grant density bonuses separate from the DBL.

In subdivision (n), the legislature granted localities limited discretion to grant "a density bonus greater than what is described in this section for a development that meets the requirements of this section or [grant] **a proportionately lower** density bonus than what is required by this section for developments that do not meet the requirements of this section." This subdivision, especially when read in light of the legislative intent in section 65917, shows intent to allow localities to grant density bonuses only when consistent with the DBL's purpose to promote affordable housing.

In opposition, Respondents argue that it is possible to comply with both the DBL and the local laws because the four City approvals at issue are not city-wide zoning regulations and the DBL can be applied freely throughout the rest of the City. Therefore, Respondents contend that there is no direct conflict with the DBL. (Resp. Oppo. 3-4.) Respondents, however, do not persuasively address the language and structure of section 65915, which shows intent to limit the discretion of localities to grant density bonuses for housing developments that do not promote the affordable housing goals of the DBL. Respondents also do not show that the density bonus granted in this case is "proportionally lower" than what is required by the DBL. (§ 65915(n).)

Respondents contend that a similar issue was decided in *Shea Homes Ltd. Partnership v. County of Alameda* (2003) 110 Cal.App.4th 1246, which held that a county initiative that reserved land for agricultural and open space did not conflict with the DBL. The court reasoned that "Counties will necessarily vary the permissible density depending on the land use designation of a particular area," and the initiative did not preclude accommodation of the DBL in other regions of the county. (Id. at 1263.) Here, in contrast to the initiative in *Shea*, City's action is inconsistent with the language and intent of the DBL.

Real Party contends that the DBL "was never available to Miracle Mile because the Property's zone at the time of application was C1 (Local Business), which specifically prohibits any residential use." Real Party further contends that the base density for the Project site, with a designation of C1, before the entitlements were approved was zero. (Real Party Oppo. 8.) Judge O'Brien denied a preliminary injunction on the DBL claim in part because Petitioners could not "get beyond the fact that it [the base density] was zero at the application date." (Id. Exh. A at p. 53.) Respectfully, the court does not agree that it is dispositive whether or not the Project

site was designated C1 at the time of the application. At the same time Real Party requested that City approve a 35% density bonus, it also requested a change in the Property's zone from C1 to Residential-High Density. (AR 3157.) Real Party was an "applicant seek[ing] a density bonus for a housing development" within the City's jurisdiction and was subject to the DBL. (§ 65915(a)(1).) If Real Party had desired to build an affordable housing project that would have qualified for a density bonus and incentives under the DBL, it seems that Real Party could have sought such benefits regardless of whether the Project site required a zone change from C1 to high density residential. Also, it raises form over substance to argue that a project site designated C1 evades the DBL, even if the development necessarily requires a zone change to residential. (See Resp. Oppo. 6:1-7.)

Based on the foregoing, the court concludes that City's approval of a density bonus for a residential project that would not qualify for a bonus under the DBL, and is not "proportionally lower" than what is required by the DBL, conflicts with the language and intent of the statute.

Does the DBL Fully Occupy the Field?

"Local legislation enters an area that is 'fully occupied' by general law when the Legislature has expressly manifested its intent to 'fully occupy' the area [citation], or when it has impliedly done so in light of one of the following indicia of intent: '(1) the subject matter has been so fully and completely covered by general law as to clearly indicate that it has become exclusively a matter of state concern; (2) the subject matter has been partially covered by general law couched in such terms as to indicate clearly that a paramount state concern will not tolerate further or additional local action; or (3) the subject matter has been partially covered by general law, and the subject is of such a nature that the adverse effect of a local ordinance on the transient citizens of the state outweighs the possible benefit to the' locality. [Citations.]" (*City of Riverside, supra*, 56 Cal.4th at 743.)

The courts "have been particularly 'reluctant to infer legislative intent to preempt a field covered by municipal regulation when there is a significant local interest to be served that may differ from one locality to another.' 'The common thread of the cases is that if there is a significant local interest to be served which may differ from one locality to another then the presumption favors the validity of the local ordinance against an attack of state preemption.'" (Id. at 744.)

The City's police powers include "limitations on the density and size of permissible residential development." (*California Bldg. Industry Assn. v. City of San Jose* (2015) 61 Cal.4th 435, 455.)

As analyzed above, the language and structure of the DBL, as well as the statements of legislative intent, are reasonably interpreted to preclude local governments from granting density bonuses for housing developments that are not consistent with the requirements of the DBL and the goal of promoting affordable housing.

Respondents argue that “cases have found that the DBL was intended to be a permissive, not mandatory, statute.” (Resp. Opp. 5.) In fact, cases have held that section 65915 is “mandatory.” (See *Wollmer v. City of Berkeley* (2009) 179 Cal.App. 4th 933, 941; see also *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807, 825-826.) These cases do hold that section 65915 authorizes a municipality to “award additional density bonus units in excess of the mandated number of density bonus units” pursuant to the DBL. (*Wollmer, supra* at 944; *Friends of Lagoon, supra* at 825-826.) However, these cases address developments that qualified for density bonuses under the DBL, and the cities decided to award additional units above the amount required by the DBL. Such decisions are consistent with section 65915(n), discussed above. Neither *Wollmer* nor *Friends of Lagoon* shows that the DBL is “permissive” in the manner argued by Respondents.

Both Respondents and Real Party highlight certain words in sections 65915 and 65917 to support their construction of the statute. (Resp. Opp. 4; Real Party Opp. 8-9.) For instance, Respondents point out that the first sentence of section 65917 refers to density bonuses and incentives offered “pursuant to this chapter.” Real Party contends that the word “incentives” in this sentence shows the legislature did not intend the DBL to be the exclusive tool for a municipality to offer a “development incentive.” However, the opposition papers do not persuasively address the second sentence of section 65917, which shows strong intent to preclude localities from offering “a density bonus or any other incentive that would undermine the intent of this chapter.” They also do not address the portions of section 65915(a) and (n), discussed above, that show intent to limit the authority of local governments to offer density bonuses in a manner that undermines the goals of the DBL.

The court agrees that the DBL does not show intent to occupy the entire field of residential density zoning. As discussed above, section 65915(n) expressly allows local governments to grant a larger density bonus for a project that meets the requirements of the DBL, or a “proportionately lower” bonus for projects that do not meet the requirements of the DBL. However, Respondents and Real Party do not make any argument that the density bonus granted in this case is “proportionately lower density bonus than what is required” by the DBL. (§ 65915(n).)

As discussed, the statute shows intent to preclude local governments from granting density bonuses for housing developments that are not consistent with the requirements of the DBL and the goal of promoting affordable housing.

Based on the foregoing, City prejudicially abused its discretion in granting the density bonuses in the Project approvals in a manner not consistent with the DBL. The court sets aside Resolutions 15-60 and 15-61 and Ordinances 15-14 and 15-15 to the extent those approvals granted “development incentives” or other density bonuses in a manner inconsistent with the DBL.⁵

The General Plan

Petitioners assert that the City’s actions are inconsistent with the Housing Element of the City’s General Plan in violation of Government Code section 65860. (OB 15-17; Reply 12-13.)

Pursuant to section 65860(a), “county or city zoning ordinances shall be consistent with the general plan.” A zoning ordinance “shall be consistent” with a general plan only if “the various land uses authorized by the ordinance are compatible with the objectives, policies, general land uses, and programs specified in the plan.” (§ 65860(a)(2).)

“A zoning ordinance that is inconsistent with the general plan is invalid when passed and one that was originally consistent but has become inconsistent must be brought into conformity with the general plan. (§ 65860.) The Planning and Zoning Law does not contemplate that general plans will be amended to conform to zoning ordinances. The tail does not wag the dog. The general plan is the charter to which the ordinance must conform.” (*Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 541.)

On November 3, 2015, the City Council passed a resolution approving a General Plan amendment changing the Project site’s land use designation from General Commercial to High Density Residential, with a site specific density of 54 du/acre for the proposed 224-unit apartment complex. (AR 6662.)

⁵ Respondents contend that the DBL arguments only apply to Ordinance Nos. 15-14 and 15-15. (Oppo. 2, fn. 6.) Resolution 15-60 also is affected because it granted a general plan amendment for a density “development incentive” of a specific parcel. (AR 6662.) Resolution 15-61 also approved a master plan for a Project with a “site-specific density of 54 du/acre” and therefore is intertwined with the density decision of the other three approvals. (AR 6670.) The court concludes that all four approvals are affected at least in part by the violation of the DBL.

In this context, *Lesher, supra* is distinguishable. *Lesher* stands for the proposition that a general plan can only be amended via a general plan amendment and that zoning ordinances themselves cannot impliedly amend or repeal inconsistent portions of a general plan. (*Lesher, supra* at 540-541.) As indicated in Judge Mosk's dissent in *Lesher*, that case involved "a pure consistency challenge" between the zoning ordinance and the general plan. (Id. at 550.) The majority in *Lesher* also found that a subsequent general plan amendment could not save the ordinance because "a zoning ordinance that conflicts with a general plan is invalid at the time it is passed." (Id. at 544.) In contrast to *Lesher*, the General Plan amendment here was adopted before the challenged zoning ordinances.

However, the General Plan amended appears not to have changed other portion of the General Plan linking density bonus to compliance with state or local density bonus law. (See RJN Exh.1, p. HOU 53). Thus the approvals appear to be inconsistent with at least portion of the General Plan.

Government Code Section 65008

Petitioners contend that the Project approvals discriminate against Motor Inn's low and very low income residents in violation of Government Code section 65008. Relying on statements of councilmembers and then major pro tem Righeimer, Petitioners argue that City "wanted to displace low-income Motor Inn residents and 'replace' them with 'desirable' tenants." (OB 17-18.)

Government Code section 65008(a)(3) provides: "Any action pursuant to this title by any city, county, city and county, or other local governmental agency in this state is null and void if it denies to any individual or group of individuals the enjoyment of residence ... because of ... (3) The intended occupancy of any residential development by persons or families of very low, low, moderate, or middle income."

Section 65008(b)(1)(C) provides in relevant part: "No city, county, city and county, or other local governmental agency shall, in the enactment or administration of ordinances pursuant to any law, including this title, prohibit or discriminate against any residential development or emergency shelter for any of the following reasons: ... (C) Because the development or shelter is intended for occupancy by persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or persons and families of middle income."

In its statement of legislative intent, section 65008(h) provides: "The Legislature finds and declares that discriminatory practices that inhibit the development of housing

for persons and families of very low, low, moderate, and middle incomes, or emergency shelters for the homeless, are a matter of statewide concern.”

The plain language of the statute prohibits a locality from discriminating against “any residential development” because the development is intended for occupancy by persons or families of very low, low, moderate, or middle income. It is undisputed that the Project was not intended as a residential development for persons and families of very low or low income. (OB 18.) In reply, Petitioners contend that “had the City followed the law, the redevelopment would *include* lower income units.” (Reply 12.) Petitioners cite no evidence that Real Party would have built a residential development for lower income persons or families if the City had denied its request for a density bonus. Therefore, section 65008 does not apply to the Project.

While not entirely clear, Petitioners perhaps are arguing that the Motor Inn itself is a “residential development” under section 65008. Section 65008(f) defines “residential development” as “single-family residence or a multifamily residence, including manufactured homes.” The Motor Inn was zoned commercial. Petitioners fail to show that a motel in a commercial zone qualifies as a “residential development” under the statute. Moreover, even assuming a motel could be viewed as a residential development, Petitioners fail to show that Real Party was obligated by law to maintain the property as a motel. It seems from the use of the word “development,” as well as the phrase “intended occupancy” in section 65008(a)(3), that redevelopment of a commercial property in this fashion was not intended to be protected by section 65008, unless the property owner pursued a project with intended occupancy for very low, low, or moderate income persons or families.

Petitioners fail to show a violation of section 65008.

The California Relocation Assistance Act

Petitioners contend that the Project approvals violate the California Relocation Assistance Act (“CRAA”) by using a city initiative to require displacement of Motor Inn residents without providing a statutorily mandated relocation assistance plan, relocation benefits, and comparable replacement housing for displaced residents. (OB 18-20.)

Among other requirements, the CRAA requires that a public entity prepare a relocation plan well before the commencement of any “programs or projects undertaken by a public entity” that will result in “displacement” of individuals or families. (See Gov. Code § 7261.) Also, “whenever a program or project to be undertaken by a public entity will result in the displacement of any person, the displaced person is entitled to payment for actual moving and related expenses as the public entity determines to be reasonable and necessary.” (§ 7261(a).)

As relevant to this petition, the CRAA defines “displaced person” as “Any person who moves from real property, or who moves his or her personal property from real property... (ii) As a direct result of the rehabilitation, demolition, or other displacing activity, as the public entity may prescribe under a program or project undertaken by a public entity, of real property on which the person is a residential tenant or conducts a business or farm operation, if the public entity determines that the displacement is permanent.” (Gov. Code § 7260(c)(1)(A)(ii).)

It appears undisputed that persons who were long-time residents of the Motor Inn have been required to vacate the premises.⁶ (See Dadey Decl.; Riddell Decl.; Barimani Decl.) However, in light of the court’s ruling that the Project approvals violate the DBL, the court need not and does not reach the issue. Petitioner’s claim under the CRAA is for declaratory or injunctive relief. A cause of action for declaratory and injunctive relief will be transferred to an individual calendar court for resolution. Petitioners have not shown they are entitled to a writ of mandate in connection with the CRAA claim.

Conclusion

The petition is GRANTED in part. The court sets aside Resolutions 15-60 and 15-61 and Ordinances 15-14 and 15-15 to the extent those approvals granted “development incentives” or other density bonuses in a manner inconsistent with the DBL. The petition is DENIED in all other respects.

⁶ As discussed in the procedural history, the court denied ex parte applications to enjoin Real Party from vacating the motel, and also denied an ex parte application for a stay pending appeal.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between the City of Stockton (“City”), Edmund G. Brown Jr., Attorney General of California, on behalf of the People of the State of California (“Attorney General”), and the Sierra Club, and it is dated and effective as of the date that the last Party signs (“Effective Date”). The City, the Attorney General, and the Sierra Club are referred to as the “Parties.”

RECITALS

On December 11, 2007, the City approved the 2035 General Plan, Infrastructure Studies Project, Bicycle Master Plan, Final Environmental Impact Report (“EIR”), and Statement of Overriding Considerations. The General Plan provides direction to the City when making land use and public service decisions. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City’s General Plan. As adopted in final form, the General Plan includes Policy HS-4.20, which requires the City to "adopt new policies, in the form of a new ordinance, resolution, or other type of policy document, that will require new development to reduce its greenhouse gas emissions to the extent feasible in a manner consistent with state legislative policy as set forth in Assembly Bill (AB) 32 (Health & Saf. Code, § 38500 et seq.) and with specific mitigation strategies developed by the California Air Resources Board (CARB) pursuant to AB 32[.]" The policy lists the following "potential mitigation strategies," among others, for the City to consider:

- (a) Increased density or intensity of land use, as a means of reducing per capita vehicle miles traveled by increasing pedestrian activities, bicycle usage, and public or private transit usage; and
- (b) Increased energy conservation through means such as those described in Appendix F of the State Guidelines for the California Environmental Quality Act.

The 2035 General Plan also includes other Policies and goals calling for infill development, increased transit, smart growth, affordable housing, and downtown revitalization.

In December 2006, in accordance with the requirements of the California Environmental Quality Act (“CEQA”), the City prepared and circulated a Draft EIR. Comments were received on the EIR; the City prepared responses to these comments and certified the EIR in December 2007.

On January 10, 2008, the Sierra Club filed a Petition for Writ of Mandate in San Joaquin County Superior Court (Case No. CV 034405, hereinafter “Sierra Club Action”),

alleging that the City had violated CEQA in its approval of the 2035 General Plan. In this case, the Sierra Club asked the Court, among other things, to issue a writ directing the City to vacate its approval of the 2035 General Plan and its certification of the EIR, and to award petitioners' attorney's fees and costs.

The Attorney General also raised concerns about the adequacy of the EIR under CEQA, including but not limited to the EIR's failure to incorporate enforceable measures to mitigate the greenhouse gas ("GHG") emission impacts that would result from the General Plan.

The City contends that the General Plan and EIR adequately address the need for local governments to reduce greenhouse gas ("GHG") emissions in accordance with Assembly Bill 32, and associated issues of climate change.

Because the outcome of the Parties' dispute is uncertain, and to allow the Stockton General Plan to go forward while still addressing the concerns of the Attorney General and the Sierra Club, the Parties have agreed to resolve their dispute by agreement, without the need for judicial resolution.

The parties want to ensure that the General Plan and the City's implementing actions address GHG reduction in a meaningful and constructive manner. The parties recognize that development on the urban fringe of the City must be carefully balanced with accompanying infill development to be consistent with the state mandate of reducing GHG emissions, since unbalanced development will cause increased driving and increased motor vehicle GHG emissions. Therefore, the parties want to promote balanced development, including adequate infill development, downtown vitalization, affordable housing, and public transportation. In addition, the parties want to ensure that development on the urban fringe is as revenue-neutral to the City as to infrastructure development and the provision of services as possible.

In light of all the above considerations, the Parties agree as follows, recognizing that any legislative actions contemplated by the Agreement require public input and, in some instances, environmental review prior to City Council actions, which shall reflect such input and environmental information, pursuant to State law:

AGREEMENT

Climate Action Plan

1. Within 24 months of the signing of this Agreement, and in furtherance of General Plan Policy HS-4.20 and other General Plan policies and goals, the City agrees that its staff shall prepare and submit for City Council adoption, a Climate Action Plan, either as a separate element of the General Plan or as a component of an existing General Plan element. The Climate Action Plan, whose adoption will be subject to normal requirements for compliance with CEQA and other controlling state law, shall include, at least, the measures set forth in paragraphs 3 through 8, below.

2. The City shall establish a volunteer Climate Action Plan advisory committee to assist the staff in its preparation and implementation of the Plan and other policies or documents to be adopted pursuant to this Agreement. This committee shall monitor the City's compliance with this Agreement, help identify funding sources to implement this Agreement, review in a timely manner all draft plans and policy statements developed in accordance with this Agreement (including studies prepared pursuant to Paragraph 9, below), and make recommendations to the Planning Commission and City Council regarding its review. The committee shall be comprised of one representative from each of the following interests: (1) environmental, (2) non-profit community organization, (3) labor, (4) business, and (5) developer. The committee members shall be selected by the City Council within 120 days of the Effective Date, and shall serve a one-year term, with no term limits. Vacancies shall be filled in accordance with applicable City policies. The City shall use its best efforts to facilitate the committee's work using available staff resources.

3. The Climate Action Plan shall include the following measures relating to GHG inventories and GHG reduction strategies:

a. Inventories from all public and private sources in the City:

(1) Inventory of current GHG emissions as of the Effective Date;

(2) Estimated inventory of 1990 GHG emissions;

(3) Estimated inventory of 2020 GHG emissions.

The parties recognize that techniques for estimating the 1990 and 2020 inventories are imperfect; the City agrees to use its best efforts, consistent with methodologies developed by ICLEI and the California Air Resources

Board, to produce the most accurate and reliable inventories it can without disproportionate or unreasonable staff commitments or expenditures.

- b. Specific targets for reductions of the current and projected 2020 GHG emissions inventory from those sources of emissions reasonably attributable to the City's discretionary land use decisions and the City's internal government operations. Targets shall be set in accordance with reduction targets in AB 32, other state laws, or applicable local or regional enactments addressing GHG emissions, and with Air Resources Board regulations and strategies adopted to carry out AB 32, if any, including any local or regional targets for GHG reductions adopted pursuant to AB 32 or other state laws. The City may establish goals beyond 2020, consistent with the laws referenced in this paragraph and based on current science.
- c. A goal to reduce per capita vehicle miles traveled ("VMT") attributable to activities in Stockton (i.e., not solely due to through trips that neither originate nor end in Stockton) such that the rate of growth of VMT during the General Plan's time frame does not exceed the rate of population growth during that time frame. In addition, the City shall adopt and carry out a method for monitoring VMT growth, and shall report that information to the City Council at least annually. Policies regarding VMT control and monitoring that the City shall consider for adoption in the General Plan are attached to this Agreement in Exhibit A.
- d. Specific and general tools and strategies to reduce the current and projected 2020 GHG inventories and to meet the Plan's targets for GHG reductions by 2020, including but not limited to the measures set out in paragraphs 4 through 8, below.

4. The City agrees to take the following actions with respect to a green building program:

- a. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption ordinance(s) that require:

- (1) All new housing units to obtain Build It Green certification, based on then-current Build It Green standards, or to comply with a green building program that the City after consultation with the Attorney General, determines is of comparable effectiveness;
 - (2) All new non-residential buildings that exceed 5000 square feet and all new municipal buildings that exceed 5000 square feet to be certified to LEED Silver standards at a minimum, based on the then-current LEED standards, or to comply with a green building program that the City, after consultation with the Attorney General, determines is of comparable effectiveness;
 - (3) If housing units or non-residential buildings certify to standards other than, but of comparable effectiveness to, Build It Green or LEED Silver, respectively, such housing units or buildings shall demonstrate, using an outside inspector or verifier certified under the California Energy Commission Home Energy Rating System (HERS), or a comparably certified verifier, that they comply with the applicable standards.
 - (4) The ordinances proposed for adoption pursuant to paragraphs (1) through (3) above may include an appropriate implementation schedule, which, among other things, may provide that LEED Silver requirements (or standards of comparable effectiveness) for non-residential buildings will be implemented first for buildings that exceed 20,000 square feet, and later for non-residential buildings that are less than 20,000 and more than 5,000 square feet.
 - (5) Nothing in this section shall affect the City's obligation to comply with applicable provisions of state law, including the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), which, at section 101.7, provides, among other things, that "local government entities retain their discretion to exceed the standards established by [the California Green Building Standards Code]."
- b. Within 18 months of the Effective Date, the City staff shall submit for City Council adoption ordinance(s) that will require the reduction of the GHG emissions of existing housing units on any occasion when a permit to make substantial modifications to an existing housing unit is issued by the City.
 - c. The City shall explore the possibility of creating a local assessment district or other financing mechanism to fund voluntary actions by owners of commercial and residential buildings to undertake energy efficiency

measures, install solar rooftop panels, install “cool” (highly reflective) roofs, and take other measures to reduce GHG emissions.

- d. The City shall also explore the possibility of requiring GHG-reducing retrofits on existing sources of GHG emissions as potential mitigation measures in CEQA processes.
- e. From time to time, but at least every five years, the City shall review its green building requirements for residential, municipal and commercial buildings, and update them to ensure that they achieve performance objectives consistent with those achieved by the top (best-performing) 25% of city green building measures in the state.

5. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption a transit program, based upon a transit gap study. The transit gap study shall include measures to support transit services and operations, including any ordinances or general plan amendments needed to implement the transit program. These measures shall include, but not be limited to, the measures set forth in paragraphs 5.b. through 5.d. In addition, the City shall consider for adoption as part of the transit program the policy and implementation measures regarding the development of Bus Rapid Transit (“BRT”) that are attached to this Agreement in Exhibit B.

- a. The transit gap study, which may be coordinated with studies conducted by local and regional transportation agencies, shall analyze, among other things, strategies for increasing transit usage in the City, and shall identify funding sources for BRT and other transit, in order to reduce per capita VMT throughout the City. The study shall be commenced within 120 days of the Effective Date.
- b. Any housing or other development projects that are (1) subject to a specific plan or master development plan, as those terms are defined in §§ 16-540 and 16-560 of the Stockton Municipal Code as of the Effective Date (hereafter “SP” or “MDP”), or (2) projects of statewide, regional, or areawide significance, as defined by the CEQA Guidelines (hereafter “projects of significance”), shall be configured, and shall include necessary street design standards, to allow the entire development to be internally accessible by vehicles, transit, bicycles, and pedestrians, and to allow access to adjacent neighborhoods and developments by all such modes of transportation.
- c. Any housing or other development projects that are (1) subject to an SP or MDP, or (2) projects of significance, shall provide financial and/or other

support for transit use. The imposition of fees shall be sufficient to cover the development's fair share of the transit system and to fairly contribute to the achievement of the overall VMT goals of the Climate Action Plan, in accordance with the transit gap study and the Mitigation Fee Act (Government Code section 66000, *et seq.*), and taking into account the location and type of development. Additional measures to support transit use may include dedication of land for transit corridors, dedication of land for transit stops, or fees to support commute service to distant employment centers the development is expected to serve, such as the East Bay. Nothing in this Agreement precludes the City and a landowner/applicant from entering in an agreement for additional funding for BRT.

- d. Any housing or other development projects that are (1) subject to an SP or MDP or (2) projects of significance, must be of sufficient density overall to support the feasible operation of transit, such density to be determined by the City in consultation with San Joaquin Regional Transit District officials.

6. To ensure that the City's development does not undermine the policies that support infill and downtown development, within 12 months of the Effective Date, the City staff shall submit for City Council adoption policies or programs in its General Plan that:

- a. Require at least 4400 units of Stockton's new housing growth to be located in Greater Downtown Stockton (defined as land generally bordered by Harding Way, Charter Way (MLK), Pershing Avenue, and Wilson Way), with the goal of approving 3,000 of these units by 2020.
- b. Require at least an additional 14,000 of Stockton's new housing units to be located within the City limits as they exist on the Effective Date ("existing City limits").
- c. Provide incentives to promote infill development in Greater Downtown Stockton, including but not limited to the following for proposed infill developments: reduced impact fees, including any fees referenced in paragraph 7 below; lower permit fees; less restrictive height limits; less restrictive setback requirements; less restrictive parking requirements; subsidies; and a streamlined permitting process.
- d. Provide incentives for infill development within the existing City limits but outside Greater Downtown Stockton and excluding projects of significance. These incentives may be less aggressive than those referenced in paragraph 6.c., above.

7. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption amendments to the General Plan to ensure that development at the City's outskirts, particularly residential, village or mixed use development, does not grow in a manner that is out of balance with development of infill. These proposed amendments shall include, but not be limited to, measures limiting the granting of entitlements for development projects outside the existing City limits and which are (1) subject to an SP or MDP, or (2) projects of significance, until certain criteria are met. These criteria shall include, at a minimum:

- a. Minimum levels of transportation efficiency, transit availability (including BRT) and Level of Service, as defined by the San Joaquin Council of Government regulations, City service capacity, water availability, and other urban services performance measures;
- b. Firm, effective milestones that will assure that specified levels of infill development, jobs-housing balance goals, and GHG and VMT reduction goals, once established, are met before new entitlements can be granted;
- c. Impact fees on new development, or alternative financing mechanisms identified in a project's Fiscal Impact Analysis and/or Public Facilities Financing Plan, that will ensure that the levels and milestones referenced in paragraphs 7.a. and 7.b., above, are met. Any such fees:
 - (1) shall be structured, in accordance with controlling law, to ensure that all development outside the infill areas within existing City limits is revenue-neutral to the City (which may necessitate higher fees for development outside this area, depending upon the costs of extending infrastructure);
 - (2) may be in addition to mitigation measures required under CEQA;
 - (3) shall be based upon a Fiscal Impact Analysis and a Public Facilities Financing Plan.
- d. The City shall explore the feasibility of enhancing the financial viability of infill development in Greater Downtown Stockton, through the use of such mechanisms as an infill mitigation bank.

8. The City shall regularly monitor the above strategies and measures to ensure that they are effectively reducing GHG emissions. In addition to the City staff reporting on VMT annually, as provided in paragraph 3.c., the City staff or the advisory committee shall report annually to the City Council on the City's progress in implementing the

strategies and measures of this Agreement. If it appears that the strategies and measures will not result in the City meeting its GHG reduction targets, the City shall, in consultation with the Attorney General and Sierra Club, make appropriate modifications and, if necessary, adopt additional measures to meet its targets.

Early Climate Protection Actions

9. To more fully carry out those provisions of the General Plan, including the policy commitments embodied in those General Plan Policies, such as General Plan Policy HS-4.20, intended to reduce greenhouse gas emissions through reducing commuting distances, supporting transit, increasing the use of alternative vehicle fuels, increasing efficient use of energy, and minimizing air pollution, and to avoid compromising the effectiveness of the measures in Paragraphs 4 through 8, above, until such time as the City formally adopts the Climate Action Plan, before granting approvals for development projects (1) subject to an SP or MDP, or (2) considered projects of significance, and any corresponding development agreements, the City shall take the steps set forth in subsections (a) through (d) below:

(a) City staff shall:

- (1) formulate proposed measures necessary for the project to meet any applicable GHG reduction targets;
- (2) assess the project's VMT and formulate proposed measures that would reduce the project's VMT;
- (3) assess the transit, especially BRT, needs of the project and identify the project's proposed fair share of the cost of meeting such needs;
- (4) assess whether project densities support transit, and, if not, identify proposed increases in project density that would support transit service, including BRT service;
- (5) assess the project's estimated energy consumption, and identify proposed measures to ensure that the project conserves energy and uses energy efficiently;
- (6) formulate proposed measures to ensure that the project is consistent with a balance of growth between land within Greater Downtown Stockton and existing City limits, and land outside the existing City limits;

- (7) formulate proposed measures to ensure that City services and infrastructure are in place or will be in place prior to the issuance of new entitlements for the project or will be available at the time of development; and
- (8) formulate proposed measures to ensure that the project is configured to allow the entire development to be internally accessible by all modes of transportation.
- (b) The City Council shall review and consider the studies and recommendations of City staff required by paragraph 9(a) and conduct at least one public hearing thereon prior to approval of the proposed project (though this hearing may be folded into the hearing on the merits of the project itself).
- (c) The City Council shall consider the feasibility of imposing conditions of approval, including mitigation measures pursuant to CEQA, based on the studies and recommendations of City staff prepared pursuant to paragraph 9(a) for each covered development project.
- (d) The City Council shall consider including in any development approvals, or development agreements, that the City grants or enters into during the time the City is developing the Climate Action Plan, a requirement that all such approvals and development agreements shall be subject to ordinances and enactments adopted after the effective date of any approvals of such projects or corresponding development agreements, where such ordinances and enactments are part of the Climate Action Plan.
- (e) The City shall complete the process described in paragraphs (a) through (d) (hereinafter, "Climate Impact Study Process") prior to the first discretionary approval for a development project. Notwithstanding the foregoing, however, for projects for which a draft environmental impact report has circulated as of the Effective Date, the applicant may request that the City either (i) conduct the Climate Impact Study Process or (ii) complete its consideration of the Climate Action Plan prior to the adoption of the final discretionary approval leading to the project's first phase of construction. In such cases, the applicant making the request shall agree that nothing in the discretionary approvals issued prior to the final discretionary approval (i) precludes the City from imposing on the project conditions of approvals or other measures that may result from the Climate Impact Study Process, or (ii) insulates the project from a decision, if any, by the City to apply any ordinances and/ or enactments that may comprise the Climate Action Plan

ultimately adopted by the City.

Attorney General Commitments

10. The Attorney General enters into this Agreement in his independent capacity and not on behalf of any other state agency, commission, or board. In return for the above commitments made by the City, the Attorney General agrees:

- a. To refrain from initiating, joining, or filing any brief in any legal challenge to the General Plan adopted on December 11, 2007;
- b. To consult with the City and attempt in good faith to reach an agreement as to any future development project whose CEQA compliance the Attorney General considers inadequate. In making this commitment, the Attorney General does not surrender his right and duties under the California Constitution and the Government Code to enforce CEQA as to any proposed development project, nor his duty to represent any state agency as to any project;
- c. To make a good faith effort to assist the City in obtaining funding for the development of the Climate Action Plan.

Sierra Club Commitments

11. The Sierra Club agrees to dismiss the Sierra Club Action with prejudice within ten (10) days of the Effective Date. Notwithstanding the foregoing agreement to dismiss the Sierra Club Action, the City and Sierra Club agree that, in the event the City should use the EIR for the 2035 General Plan in connection with any other project approval, the Sierra Club has not waived its right (a) to comment upon the adequacy of that EIR, or (b) to file any action challenging the City's approval of any other project based on its use and/or certification of the EIR.

General Terms and Conditions

12. This Agreement represents the entire agreement of the Parties, and supercedes any prior written or oral representations or agreements of the Parties relating to the subject matter of this Agreement.

13. No modification of this Agreement will be effective unless it is set forth in writing and signed by an authorized representative of each Party.

14. Each Party warrants that it has the authority to execute this Agreement. Each Party warrants that it has given all necessary notices and has obtained all necessary consents to permit it to enter into and execute this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement will be binding upon the receipt of original, facsimile, or electronically communicated signatures.

17. This Agreement has been jointly drafted, and the general rule that it be construed against the drafting party is not applicable.

18. If a court should find any term, covenant, or condition of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

19. The City agrees to indemnify and defend the Sierra Club, its officers and agents (collectively, "Club") from any claim, action or proceeding ("Proceeding") brought against the Club, whether as defendant/respondent, real party in interest, or in any other capacity, to challenge or set aside this Agreement. This indemnification shall include (a) any damages, fees, or costs awarded against the Club, and (b) any costs of suit, attorneys' fees or expenses incurred in connection with the Proceeding, whether incurred by the Club, the City or the parties bringing such Proceeding. If the Proceeding is brought against both the Club and the City, the Club agrees that it may be defended by counsel for the City, provided that the City selects counsel that is acceptable to the Club; the Club may not unreasonably withhold its approval of such mutual defense counsel.

20. The City shall pay Sierra Club's attorney's fees and costs in the amount of \$157,000 to the law firm of Shute, Mihaly & Weinberger LLP as follows: \$50,000 within 15 days of dismissal of the Sierra Club Action, and (b) the balance on or before January 30, 2009.

21. Any notice given under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent as set forth below, or as either party may specify in writing:

City of Stockton:

Attorney General's Office

Richard E. Nosky, City Attorney
425 N. El Dorado Street, 2nd Floor
Stockton, CA 95202

Lisa Trankley
Susan Durbin
Deputy Attorneys General
1300 I Street, P.O. Box 944255
Sacramento, CA 94255-2550

Sierra Club:
Aaron Isherwood
Environmental Law Program
85 Second Street, 2nd Floor
San Francisco, CA 94105

Rachel Hooper
Amy Bricker
Shute, Mihaly & Weinberger
396 Hayes Street
San Francisco, CA 94102

22. Nothing in this Agreement shall be construed as requiring the City to relinquish or delegate its land use authority or police power.

(SIGNATURES ON FOLLOWING PAGE)

In witness whereof, this Agreement is executed by the following:

PEOPLE OF THE STATE OF CALIFORNIA
BY AND THROUGH ATTORNEY GENERAL
EDMUND G. BROWN JR.

Lisa Frankley

DATED: 10/14/08

ATTEST:

[Signature]
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton



CITY OF STOCKTON,
a municipal corporation

[Signature]
J. GORDON PALMER, JR.
City Manager

APPROVED AS TO FORM:

DATED 9/25/08

[Signature]
RICHARD E. NOSKY, JR.
City Attorney

DATED 9-9-08

THE SIERRA CLUB

BARBARA WILLIAMS, CHAIR
MOTHER LODGE CHAPTER

DATED _____

In witness whereof, this Agreement is executed by the following:

PEOPLE OF THE STATE OF CALIFORNIA
BY AND THROUGH ATTORNEY GENERAL
EDMUND G. BROWN JR.

DATED: _____

ATTEST:

CITY OF STOCKTON,
a municipal corporation

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

J. GORDON PALMER, JR.
City Manager

APPROVED AS TO FORM:

DATED _____

RICHARD E. NOSKY, JR.
City Attorney

DATED _____

THE SIERRA CLUB


BARBARA WILLIAMS, CHAIR
MOTHER LODE CHAPTER

DATED 10/11/08

EXHIBIT A

Policy Re: VMT Monitoring Program

The City's policy is to monitor key City-maintained roadways to estimate Vehicle Miles Traveled (VMT) by single-occupant automobile per capita on an annual basis, to be submitted as an annual report to the City Council. The estimate of citywide VMT should be developed in cooperation with the San Joaquin Council of Governments ("SJCOG"), by augmenting local City data with VMT estimates from SJCOG and Caltrans for the regional Congestion Management Plan network. The estimated change in annual VMT should be used to measure the effectiveness of jobs/housing balance, greenhouse gas emission reduction, and transit plans and programs.

Implementation Program

In order to develop an annual estimate of citywide VMT, the City should augment local City data with VMT estimates from SJCOG and Caltrans for regional facilities, or adopt other methodologies to estimate citywide VMT that are approved in concept by the two agencies. For purposes of calculating annual changes in VMT, the annual estimate of VMT should subtract out the estimates of regional truck and other through traffic on the major freeways (I-5, SR 4, SR 99).

Policy Re: Reduce Growth in VMT

The City's policy is to achieve the following fundamental goals to regulate vehicle emissions and reduce greenhouse gas emissions, improve jobs/housing balance, and increase transit usage over the duration of this General Plan: Reduce the projected increase in VMT by single-occupant automobile per capita to an annual rate over the planning period that is equal to or less than the population increase (this goal is also required for the City to receive funding through the Measure K/Congestion Management Plan program).

Implementation Program

In order to keep annual increases in VMT to a rate equal to or less than population increases, the following trip reduction programs should be considered by the City: increased transit service (Bus Rapid Transit) funded through new development fees; planning all future housing development to be in the closest possible proximity to existing and planned employment centers; provision of affordable housing; creation of higher density, mixed use and walkable communities and development of bicycle and pedestrian trails; and other proven programs.

Implementation Program

If the City goal of reducing the projected increase in VMT to an amount equal to or less than the population increase, and increase transit usage, is not met for two or more years during each five-year cycle of VMT monitoring, the City should consider adoption of the following programs, among others:

Adopt more vigorous economic development programs with funding for staff; and
Slow the rate of approvals of building permits for housing developments.

EXHIBIT B

Policy Re: Bus Rapid Transit

The City's policy is to vigorously support efforts to develop Bus Rapid Transit (BRT) within and beyond Stockton as a major priority of its General Plan, in order to increase overall transit usage over time. Based on an updated transit study, the City should plan for and provide BRT service running along key north-south routes as a first priority: Pacific Avenue; El Dorado Street; West Lane/Airport Way; Pershing Avenue. BRT service along key east-west corridors should also be provided. Transit use goals should be approved and monitored by the City over the planning period.

Implementation Program

In order to fund the initial capital and operating costs for BRT along major north-south arterials, the City should consider adoption of a comprehensive new development BRT fee program that requires new growth to significantly fund BRT, following a study consistent with the requirements of State law. The new development BRT fee program should ensure that "greenfield" projects approved at the fringe of the City pay a fee that represents the full cost of providing BRT service to the new housing; infill development may be granted a reduced BRT fee based on the reduced distance of service provided to the inner city areas.

Implementation Program

In order to augment the new development funding of the initial capital and operating costs for BRT, the City should strongly advocate for Measure K funding and should seriously consider placing an initiative on the ballot to receive voter approval for additional funding from existing residents and businesses.

Implementation Program

The City should establish transit use goals that set specific targets (e.g., transit mode split percentage of total trips and bus headways) that represent an increase in public transportation ridership and level of service over current levels by 2012 and then another increase by 2018.

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CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8212 • Fax 209/937-7149
www.stocktongov.com

October 7, 2008

Alliance for Responsible Planning
6507 Pacific Avenue
Box 339
Stockton, CA 95207

SETTLEMENT AGREEMENT WITH ATTORNEY GENERAL AND SIERRA CLUB

As you are aware, on September 9, 2008, the City of Stockton approved a Memorandum of Agreement with the Sierra Club and the California Attorney General's Office resolving litigation over the City's 2035 General Plan. The Alliance for Responsible Planning and other interested parties have raised questions about the parties' interpretation of the Agreement and the public process that the City plans to follow in carrying out the Agreement. To help answer these questions, below we clarify our interpretation of the Agreement and also elaborate on the public process that the City will follow in implementing the provisions of the Agreement. We understand that the other parties to the Agreement concur in these views. Note that many of the statements below reiterate points that were made in the City's Resolution adopted in connection with its approval of the Agreement and in statements made by the parties during the August 26, 2008, and September 9, 2008, City Council hearings about the Agreement:

1. The parties understand and acknowledge the importance of public involvement in the process of developing the General Plan, and encourage the continued significant involvement of the public in the development of greenhouse gas reduction policies. The City intends to provide for public involvement in the development of the programs, policies, General Plan amendments and ordinances proposed by the Agreement. The City also will provide reasonable notification to the public of all Advisory Committee, Planning Commission and City Council meetings involving consideration of the issues provided for by the Agreement. It is the City's expectation to expand the composition of the Climate Action Advisory Committee to include a total of two representatives from each of the following interests: (1) environmental, (2) non-profit community organization, (3) labor, (4) business, and (5)



Alliance for Responsible Planning
October 7, 2008
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developer. The City will fully comply with CEQA in connection with the development of the programs, policies, General Plan amendments and ordinances proposed by the Agreement.

2. The parties understand and acknowledge that the public review process and compliance with CEQA may require additional time beyond designated time periods to ensure the full involvement of the public in the consideration of the Climate Action Plan, green building program and transit study and to ensure full compliance with CEQA.
3. The parties understand and acknowledge that the adoption of the programs, policies, General Plan amendments and ordinances proposed by the Agreement are discretionary legislative acts and the City is not required by the terms of the Agreement to adopt any particular program, policy, General Plan amendment or ordinance. In addition, nothing in the Agreement shall limit or restrict the right of the City to modify, alter, or rescind any particular program, policy, General Plan amendment or ordinance following the adoption of such program, policy, General Plan amendment or ordinance. Although the Agreement requires City staff to present to the City Council certain programs, policies, General Plan Amendments and ordinances for its consideration, nothing in the Agreement limits or restricts City staff from providing to the City Council additional, alternative recommendations for such programs, policies, General Plan amendments and ordinances based on staff professional judgment, public input and CEQA review.
4. The parties understand and acknowledge that if there is an instance in which the terms of the written Agreement are unclear, the Resolution adopted by the City Council on September 9, 2008, and the statements made by the Attorney General's office, the Sierra Club and our City Attorney and the City's outside counsel at the August 26 and September 9, 2008, City Council hearings provide a legislative history pursuant to which the Agreement should be interpreted.
5. The parties understand and acknowledge that:
 - (i) upon consideration of a Climate Action Plan (CAP) by the Council, the City's obligations under Agreement paragraphs 3 through 7 will be discharged,
 - (ii) upon adoption of a CAP, the City's obligations under Agreement paragraph 9 will be discharged, and
 - (iii) upon inclusion of a program in the CAP to regularly monitor and, if appropriate, modify the City's strategies and measures to meet the Greenhouse Gas reduction targets that may be adopted in the

Alliance for Responsible Planning
October 7, 2008
Page 3 of 3

CAP, the City's obligations under paragraph 8 will be discharged. Nothing in this paragraph 5 is intended to contradict our clarification in paragraph 3, above, that the City retains full legislative discretion with respect to any policies, programs and ordinance it may adopt as part of a CAP.



J. GORDON PALMER, JR.
CITY MANAGER

JGP:REN:cn

cc: Edward J. Chavez
Richard E. Nosky, Jr.
George Muhlsten (Via e-mail)
Cliff Rechtschaffen (Via e-mail)
Rachel Hooper (Via e-mail)

EDMUND G. BROWN JR.
Attorney General

State of California
DEPARTMENT OF JUSTICE



1515 CLAY STREET
P.O. BOX 70550
OAKLAND, CA 94612-0550
Public: 510-622-2260
Telephone: 510-622-2260
Facsimile: 510-622-2270
E-Mail: Cliff.Rechtschaffen@doj.ca.gov

October 7, 2008

Alliance for Responsible Planning
6507 Pacific Avenue
Box 339
Stockton, CA 95207

RE: Stockton General Plan Settlement
Clarification Letters

Dear Alliance Members:

The Attorney General's Office has read the letter from Stockton City Manager Gordon Palmer to the Alliance for Responsible Planning (copy attached). We concur in the City's interpretation and understanding of the Memorandum of Agreement as set forth in the letter.

If you have questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cliff Rechtschaffen".

CLIFF RECHTSCHAFFEN
Special Assistant Attorney General

For EDMUND G. BROWN JR.
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URBAN PLANNERS

October 7, 2008

Via U.S. Mail

Alliance for Responsible Planning
6507 Pacific Avenue
Box 339
Stockton, CA 95207

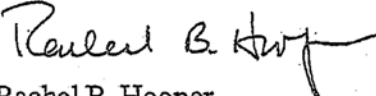
Re: Stockton General Plan Settlement
Clarification Letters

Dear Alliance:

On behalf of the Sierra Club, we have read the letter from Stockton City Manager Gordon Palmer to the Alliance for Responsible Planning (copy attached). The Sierra Club concurs in the City's interpretation and understanding of the Memorandum of Agreement as set forth in the letter.

SHUTE, MIHALY, & WEINBERGER LLP

Yours very truly,


Rachel B. Hooper

Enclosure

\\smw\vol1_data\SIERRA\GPLIT\Sierra Club letter of concurrence.doc

Alliance for Responsible Planning

8507 Pacific Avenue
Box 338
Stockton, CA 95207

October 7, 2008

Honorable Mayor Ed Chavez and City Councilmembers
425 N. El Dorado St, 2nd Floor
Stockton, CA 95202

Honorable Mayor and Councilmembers:

We are pleased to receive a copy of a letter from Gordon Palmer, City Manager, outlining a series of clarifications regarding the Memorandum of Agreement entered into by the City with the Attorney General and the Sierra Club. The letter from Mr. Palmer sets forth important clarifications to the Agreement which have been concurred in by the Attorney General and the Sierra Club.

These clarifications provide clear assurances to the Alliance and the public as to a number of critical issues that have been of concern to the Alliance. In particular, the letter makes very clear the importance of significant public involvement in the consideration of a Climate Action Plan. We strongly support the possible expansion of the number of members of the proposed Advisory Committee and look forward to participating in that process.

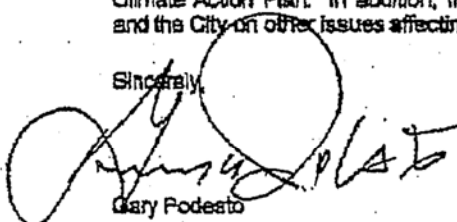
In addition, the Alliance agrees that alternative recommendations can be presented to the City Council based on public input and the California Environmental Quality Act. This helps to ensure the credibility of the public process. Lastly, the letter underscores the clear understanding of the parties to the Agreement that the adoption of a Climate Action Plan is in the legislative discretion of the City.

In light of the discussions undertaken in good faith among the parties and the Alliance, the statements made in Mr. Palmer's letter, and the concurrence of the Attorney General and the Sierra Club to the letter from the City Manager, we have decided to withdraw our effort to seek a referendum of the Agreement pursuant to the authorization contained in Section 9604 of the Elections Code. These statements by the City and the other parties address the core issues we have heard from the community. In accordance with section 9604, we will provide written notice to the City Clerk of the withdrawal of the referendum. In addition, we will not be pursuing a legal challenge to the adoption of the Agreement by the City nor will we promote or fund any individuals or entities challenging the adoption of the Agreement or promoting a referendum of the Agreement. We, of course, reserve our rights to challenge the implementation of the Agreement.

We are proud of the 25,000 Stocktonians who participated in this process. We thank the City Manager, the City Attorney, the Attorney General and the Sierra Club for providing these clarifications. It is sincerely appreciated...

We look forward to working with the City and the community in undertaking development of a Climate Action Plan. In addition, the Alliance looks forward to continuing to work with the community and the City on other issues affecting the City's future.

Sincerely,



Gary Podesta



October 7, 2008

Honorable Mayor Ed Chavez and Councilmembers
425 N. El Dorado St., 2nd Floor
Stockton, CA 95202

Honorable Mayor and Councilmembers:

We have had a chance to review the letter from the City Manager dated October 7, 2008 and letters from the Attorney General and the Sierra Club. These letters provide a number of critical clarifications with respect to the Memorandum of Agreement approved by the City on September 9, 2008.

In particular:

- o All parties have recognized the need for significant community involvement in the consideration of a Climate Action Plan. The A. G. Spanos Companies strongly supports the City's stated expectation to expand the number of members of the proposed Advisory Committee, and we look forward to participating in that process.
- o Second, all parties have it clear that alternative recommendations can be presented to the City Council based on public input and the California Environmental Quality Act. This helps to ensure the credibility of the public process.
- o Finally, all parties to the Agreement acknowledge that the adoption of a Climate Action Plan is in the legislative discretion of the City.

In light of these statements by Mr. Palmer and the concurrence of the other parties regarding a significant public process and assurances regarding the independent discretion of the City in developing and considering a Climate Action Plan, we will not be pursuing a legal challenge to the adoption of the Agreement by the City and will not fund or support any efforts by any other individuals or entities to file a legal challenge to the adoption of the Agreement or to seek a referendum with regard to the adoption of the Agreement. We, of course, reserve our rights to challenge the implementation of the Agreement.

We look forward to working with the community and the City in developing a Climate Action Plan. We are prepared to work with the City and the Alliance to develop a comprehensive public outreach program to ensure the community's significant involvement in the process.

Sincerely,

A handwritten signature in black ink, appearing to read "David Nelson". The signature is fluid and cursive, written over the printed name.

David Nelson
A.G. Spanos Companies

Description of Revisions Made to Address Comments in Disability Rights California August 18, 2023 Letter

Comment: The City of Stockton's Revised Housing Element Contains Zero Plans for Permanent Housing for Stockton's 5,000 and Counting Houseless Individuals

Response: Revisions were made to pages BR-39 through BR-40 in the Existing Needs Assessment.

Comment: The City's Revised Housing Element has Zero Programs to Prevent Displacement of Stockton's Tenants Who Comprise Half of All Households in Stockton – Approximately 150,000 Households.

- Tenant Protection Policies

Response: No additional revisions were made to address this comment.

- Housing Preservation and Affordable Housing Development Program

Response: No additional revisions were made to address this comment.

- The City's Value Capture Programs are Inadequate or Unlawful

Response: Program 7 in the Policy Document was revised to remove the market rate density bonus concept.

- The City's Current Housing Element Does Not Plan for Supportive, Accessible, Safe, Non-segregated Housing for Stocktonians with Disabilities.

Response: Revisions were made to Programs 26 and 29 in the Policy Document to include targeted outreach and efforts for those with disabilities

Comment: Transportation for people with Disabilities is an AFFH issue.

Response: No additional revisions were made to address this comment.

Comment: The City's Current Draft Sites Inventory Will Not Satisfy HCD Requirements for AFFH Because Plans for Low Income Housing and Extremely Low Income Housing Only in Stockton. Not Only Fails to Address the History of Racial Segregation in Stockton, it also Fails to Meet Requirements for the Environmental Element.

Response Program 33 has been added to the Policy Document to call on the City to identify additional sites in higher resourced areas of the City to address this comment.





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5

SAFETY

Every general plan in California must address natural and human-made hazards and dangers, and identify the potential risk of death, injuries, property damage, and economic and social dislocation from fires, floods, earthquakes, and other events. Public safety and emergency response are top priorities in Stockton, but not just in relation to widespread events. Concerns over personal safety weigh heavily on many neighborhoods, even to the point of discouraging residents from recreating or traveling along specific routes or at certain times of day. The focus of this chapter is on improving public safety and reducing the risk of hazards. The chapter is organized around four key goals that represent the priorities of the Stockton community:

- Safe Community
- Hazard Protection
- Clean Water
- Clean Air



GOALS, POLICIES, AND ACTIONS

GOAL SAF-1: SAFE COMMUNITY

Create a safe and welcoming environment in all areas of the city at all times of day.

PUBLIC SAFETY IS A TOP COMMUNITY PRIORITY

Violence and crime prevention are major issues for the Stockton community. As one of the City's strategic initiatives to reduce violence and crime and increase public safety, the Stockton Marshall Plan, funded by a ¾-cent sales tax approved by voters in 2013, emphasizes data-based targeting of "focus area" locations and predictive policing to achieve the objectives of preventing and stopping violence and building violence-prevention capacity.

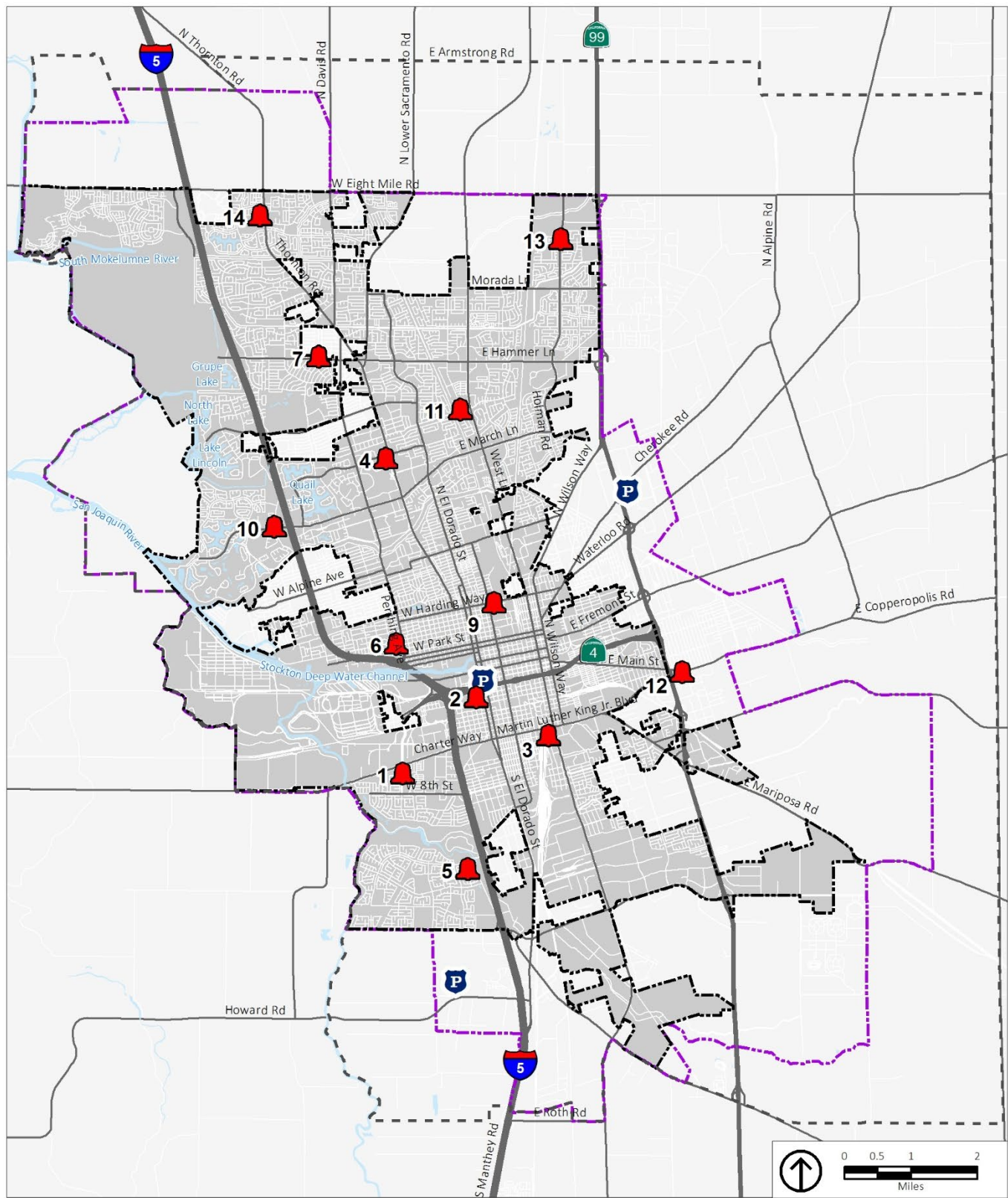
Design of the built environment can also help prevent crime and increase both the sense and reality of safety. Research has shown that the most effective deterrent to criminal activity is the risk of being caught, and design of public spaces that places more eyes on the street and limits access points can create safer environments. Strategies for Crime Prevention Through Environmental Design (CPTED) include locating windows to overlook sidewalks and parking lots, increasing pedestrian and bicycle traffic, and installing fencing, landscaping, or lighting to control access. Well-maintained buildings and property also signal alert, active owners and can deter criminal activity.

The Stockton Police Department (SPD) and Fire Department (SFD) provide essential services to keep the community safe; police and fire stations are shown on Figure 5-1. The SPD provides professional law enforcement based on a model of prediction, prevention, pursuit, and partnerships. This model combines policing and enforcement strategies with community involvement and engagement. Through its commitment to community policing, the SPD has established a variety of mentorship programs and training classes that promote proactive partnership with neighborhood organizations and business owners to identify and solve issues.

The SFD mission is centered on providing excellent emergency and non-emergency services through public education, prevention, and aggressive suppression and rescue activities. The SFD is an all-hazard fire department, capable of mitigating all types of both human-made and natural disasters. As such, the fire department has the following specialized teams:

- **Hazardous Materials Team:** A California Office of Emergency Services Type II Hazardous Materials Team staffed with seven personnel daily, trained to the Hazardous Materials Technician and Specialist level. Specialty apparatus and personnel are assigned to Fire Company 3.
- **Water Rescue Team:** Staffed by a team of four personnel daily, the water rescue team is capable of both surface and sub-surface water rescues, helping to protect over 1,000 miles of waterways surrounding the city. The team has specialty apparatus including personal watercraft, inflatable boats, and a water rescue vehicle. The Water Rescue Team is assigned to Fire Company 6. In addition to City resources, the California Office of Emergency Services has also assigned the City a tow vehicle and trailer (OES Boat Team #13) for deployment anywhere in the United States.
- **Urban Search and Rescue (USAR) Team:** Staffed by a team of seven personnel daily, the USAR Team is trained in rope rescue, confined space rescue, trench rescue, and building collapse. The team utilizes specialty apparatus including a Type I heavy rescue, and a California Office of Emergency Services Rescue Trailer.

Figure 5-1
Police and Fire Stations



Source: City of Stockton; San Joaquin County; PlaceWorks, 2017.

- Fire Stations (Station ID #)
- City Limit
- Police Stations
- Sphere of Influence
- General Plan Planning Area

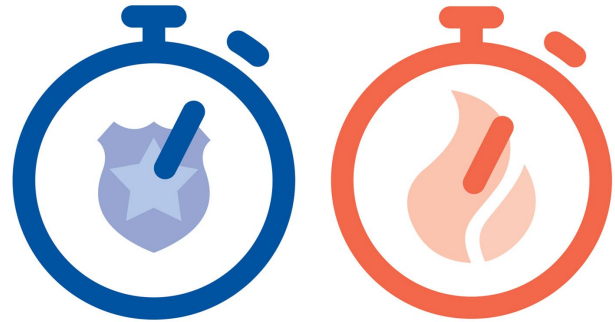
To reinforce their public service model, the SFD offers a variety of volunteer programs including the Community Emergency Response Team (CERT), which provides training to residents and members of the business community to increase disaster awareness and emergency response capability, as well as the Stockton Fire Explorers and Stockton Fire Auxiliaries. The City and San Joaquin County coordinate for response in emergency situations, and SFD offers disaster preparedness training opportunities through the CERT program. The risk of wildfire in the Planning Area is considered relatively low, given the lack of forest or grassland area that could serve as fuel sources for a wildfire.

Measure W was approved by voters November 2, 2004. It was originally adopted by Ordinance 038-04 C.S., and is codified in Section 3.52 of the Stockton Municipal Code, entitled Funding for Police and Fire Protection Services. The ordinance provides for a 1/4-cent (0.25 per cent) transaction and use tax (i.e., sales tax), a tax dedicated to providing for police and fire personnel and services. The ordinance calls for Program Guidelines, which were developed and adopted by the City Council, August 4, 2004. The Program Guidelines prescribe two methods of ensuring that tax monies collected are used as specified by the ordinance. The first method is an independent audit and the second method is a citizens' committee. Measure W provides funding for 23 suppression positions within the SFD.

Public safety staffing and response time standards provide a means to ensure that the community will remain safe as the city develops. The City strives to achieve the following public safety standards:

- **Police Staffing:** 1.5 sworn officers per 1,000 residents.
- **Police Response Times:** Average law enforcement response time of 5 minutes or less for priority one calls (where a threat to persons may exist).
- **Fire Staffing:** 1.23 sworn firefighters per 1,000 residents for a population up to 500,000 people.
- **Fire Response Times:**
 - 240 seconds or less travel time for the arrival of the first arriving engine company at a fire suppression incident.

- For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident.
- For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident.



POLICY SAF-1.1

Invest in neighborhood safety through partnerships with the community to help prevent violence and crime ("community policing").

Action SAF-1.1A

Promote public safety programs, including business, neighborhood, and school watches; child identification and fingerprinting; and other public education efforts.

Action SAF-1.1B

Maintain and expand community outreach programs to improve the community's understanding of how the criminal justice system works, foster a positive relationship between community members and public safety staff, provide a venue for open dialog, and promote transparency in public safety.

Action SAF-1.1C

Engage with schools, non-profit organizations, and faith-based organizations to recognize and work with at-risk youth to avert future criminal activity.

POLICY SAF-1.2

Reduce community violence and crime by fostering community connectivity, creating a sense of place, and encouraging social interactions between residents, employees, and business owners.

Action SAF-1.2A

Update the City's Design Guidelines and Development Code to require new and retrofitted development to support effective police and fire protection response and services by using the following principles of crime prevention through environmental design (CPTED):

- Delineate private and public spaces
- Enhance visibility
- Control property access
- Ensure adequate property maintenance

Action SAF-1.2B

Pursue public art projects that match the culture of the neighborhood to create a sense of ownership and belonging.

Action SAF-1.2C

Engage residents and business owners in ongoing discussions about how land use and planning decisions can help to reduce violence.

Action SAF-1.2D

Incentivize a variety of uses in a neighborhood that will be active throughout the day and night.

POLICY SAF-1.3

Ensure that City-managed spaces and facilities support a feeling of safety for users.

Action SAF-1.3A

Design and maintain parks, waterways, trail corridors, and other facilities to meet the recreational needs of the

community, while maximizing public safety and access concerns, such as through the following approaches:

- Locate facilities to ensure visibility along public roadways where appropriate.
- Provide clear access points.
- Maintain vegetation to maximize visibility and demonstrate active attention to the site.
- Use signage to clearly convey site ownership and rules.

Action SAF-1.3B

Design and improve City streetscapes to create safer places by maximizing visibility through installation and maintenance of appropriate lighting and landscaping.



GOAL SAF-2: HAZARD PROTECTION

Protect residents and businesses from natural and human-caused hazards.

WE NEED TO BE PREPARED FOR EMERGENCIES

The Hazard Protection section contains the City's policies and actions to minimize hazardous situations in and around Stockton. It identifies the natural and human-caused hazards that affect existing and future development, describes present and expected future conditions, and sets policies and standards for improved public safety. This includes efforts to minimize physical harm to the buildings and infrastructure in and around Stockton to reduce damage to local economic systems, community services, and ecosystems. Much more detail about this section and the issues it addresses are in the Safety Element Background Report.

CLIMATE CHANGE VULNERABILITY

Changes to the global climate system are expected to affect future occurrences of natural hazards in and around Stockton. Many hazards are projected to become more frequent and intense in coming years and decades—in some cases, these changes have already begun. Key effects of climate change that affect Stockton include increasing temperatures, changes in precipitation, and sea level rise. Overall precipitation levels are expected to increase only slightly, but there are likely to be more years of extreme precipitation events as well as droughts that last longer and are more severe.

Under California law, the Safety Element is required to include a vulnerability assessment that looks at how people, buildings, infrastructure, and other key community assets may be affected by climate change. The City prepared a Climate Change Vulnerability Assessment in the winter of 2023 to analyze Stockton's susceptibility to climate-related hazards. The assessment followed the most recent available guidance in the *California Adaptation Planning Guide*.

The Climate Change Vulnerability Assessment found that inland flooding and sea level rise pose the greatest threat to Stockton, followed by extreme heat, severe weather, wildfire and smoke, and human health hazards. The most vulnerable communities include low-resourced people of color, outdoor workers, and individuals experiencing homelessness, but many other groups also face an increased risk of harm. Many local and regional infrastructure networks are vulnerable, including the electrical grid, transportation systems, flood control systems, and water and wastewater infrastructure. Damage to these systems can create serious public health hazards and cause widespread economic harm. The Safety Element includes goals, policies, and implementation actions to increase community resilience and help lower vulnerability.

COMMUNITY WARNING SYSTEMS

San Joaquin County has partnered with Everbridge, a public warning platform, to implement SJREADY, a community notification system to alert residents about emergency events and other important public safety information. This system allows San Joaquin County to provide Stockton residents with critical information quickly in an emergency. There are also several other emergency alert systems, including notifications through broadcasters, cable television systems, and digital audio services. Social media and websites can supplement these alert systems.

EMERGENCY EVACUATION

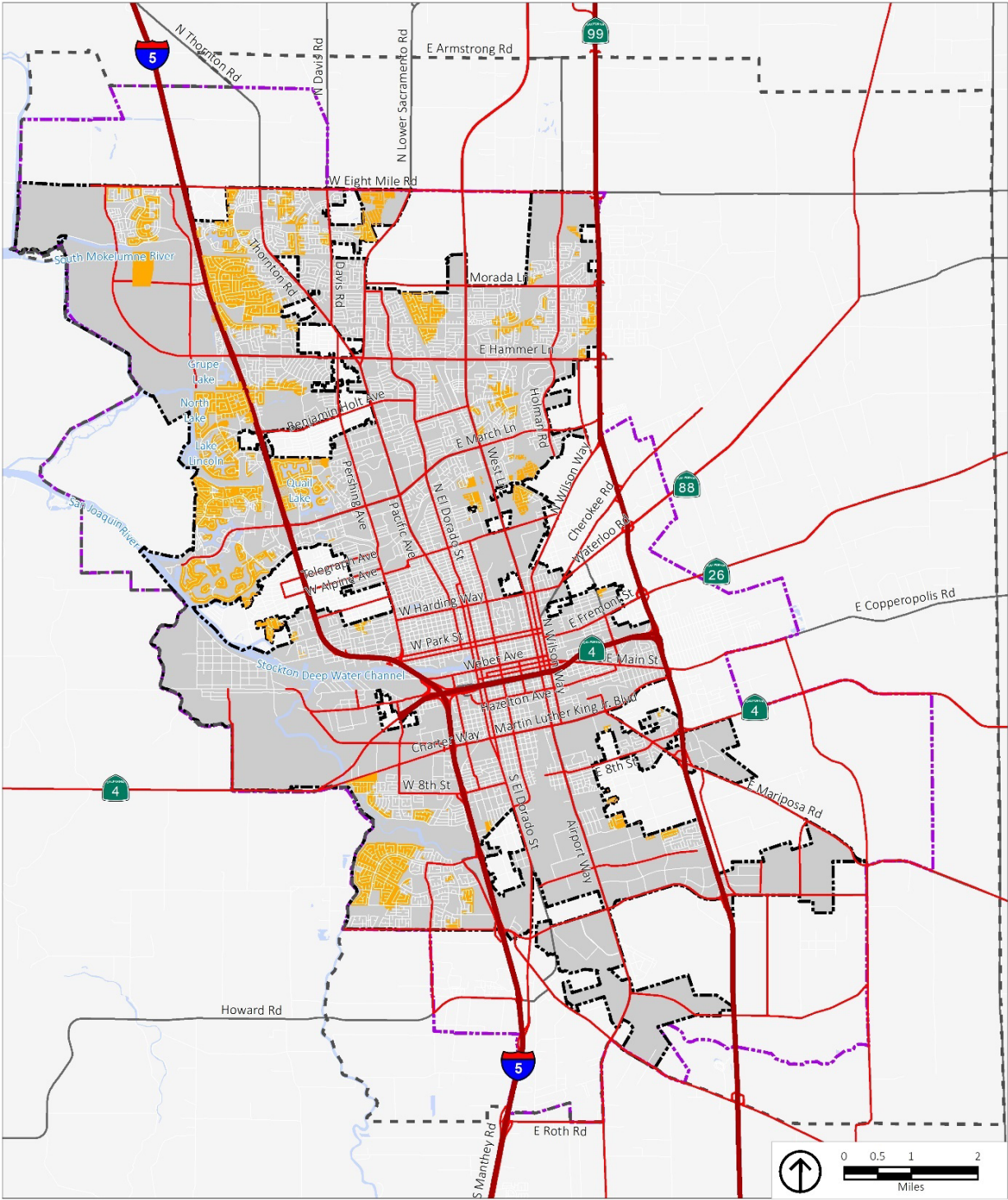
With advanced warning, evacuation can be effective in reducing injury and loss of life during a catastrophic event. The San Joaquin County Office of Emergency Services has prepared an evacuation plan for response to flooding due to failure of a levee or dike. The evacuation plan includes routes for people evacuating by car, rally points for people needing assistance evacuating, and instructions for how to evacuate safely during a flood.

Figure 5-2 shows potential major evacuation routes in Stockton, including highways and surface streets. If there is a need for evacuation, emergency responders will direct community members to the most suitable evacuation routes for the specific needs and characteristics of the emergency. This figure also shows residential parcels that are at least half a mile from a major roadway and with limited access points. These parcels may face evacuation constraints, creating potential difficulties if there is a need to evacuate.

Stockton has prepared an analysis of potential evacuation times for different areas of the city under different emergency situations: a citywide evacuation due to a 500-year flood event that results in levee breaches, a major dam break, and a smaller-scale flood event exacerbated by sea level rise. In each scenario, the City identified the paths out of Stockton (or “evacuation gateways”) that would remain viable and would not lead into another hazard zone, then estimated the time it would take residents to reach one of these gateways under either normal driving speeds or a constrained 5 miles per hour.

If normal driving speeds remain feasible, this modeling shows that most of Stockton could be evacuated in approximately 30 minutes, although areas in northwest Stockton could take longer since the most viable evacuation routes lead to the southeast. Under constrained driving speeds, evacuation times are significantly longer, particularly for areas in northwest Stockton, such as the Spanos Park and Bear Creek neighborhoods. The full results of the evacuation scenario are presented in the Safety Element Background Report. The policies in this Safety Element help address issues of evacuation constraints and similar challenges.

Figure 5-2
Evacuation Routes and Residential Parcels with Evacuation Constraints



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019

- General Plan Planning Area
- City Limit
- Sphere of Influence
- Residential Parcel with Potential Evacuation Constraints
- Possible Evacuation Route - Freeway
- Possible Evacuation Route - Surface Street

POLICY SAF-2.1**Prepare sufficiently for major events to enable quick and effective response.****Action SAF-2.1A**

Formulate, review, periodically update, and make available to the public emergency management plans for the safe evacuation of people from areas subject to environmental hazards.

Action SAF-2.1B

Require new critical facilities, including hospitals, emergency operations centers, communications facilities, fire stations, and police stations, to be located, designed, and constructed to avoid or mitigate potential risks and ensure functional operation during flood events. Avoid locating critical facilities in the 100-year and 200-year floodplains or within the 2085 projected sea level inundation zone, and construct facilities to be resilient to seismic and geological events, fires, and explosions.

Action SAF-2.1C

Continue to work with San Joaquin County, the County Office of Emergency Services, other cities in the region, and disaster agencies to coordinate disaster and emergency preparedness planning.

Action SAF-2.1D

Ensure that emergency alerts and related notifications are widely distributed in multiple languages, formats, and media so as to effectively reach as many people as possible, including those with limited English proficiency and with access and functional needs.

POLICY SAF-2.2**Enhance the effectiveness of evacuations in Stockton.****Action SAF-2.2A**

Require new development to provide adequate access for emergency vehicles and evacuation routes, including by designing roadway systems to provide multiple escape routes in the event of flooding or other emergencies.

Action SAF-2.2B

Regularly review the City's evacuation maps and update as necessary.

Action SAF-2.2C

Regularly share the City's evacuation maps with the public and property owners within flood zones.

Action SAF-2.2D

Coordinate with transit and service providers to identify and advertise ways to evacuate in the event of a flood or other emergency for individuals with restricted mobility or those who may need additional assistance.

Action SAF-2.2E

In partnership with the San Joaquin Council of Governments and other local agencies, retrofit potential evacuation routes to protect them against floodwaters and other emergencies, and ensure that they can provide viable paths out of Stockton.

Action SAF-2.2F

Conduct door-to-door evacuation notifications in areas with limited access to reliable communication, particularly in frontline communities or those that may need the greatest advanced notification.

Action SAF-2.2G

To the extent feasible in emergency conditions, phase evacuations to minimize roadway constraints and to allow all residents sufficient time to leave.

POLICY SAF-2.3**Ensure that community members are adequately prepared for natural disasters and emergencies through education and training.****Action SAF-2.3A**

Develop neighborhood watch and emergency support groups to be trained and put into action in support of government staff in the event of an emergency.

Action SAF-2.3B

Conduct public education campaigns to increase awareness of and preparation for climate hazards.

SEISMIC AND GEOLOGIC HAZARDS

Seismic and geologic hazards are risks caused by the movement of the Earth's surface, or crust. Seismic hazards are earthquakes and related hazards. Geologic hazards are other hazards involving land movements that are not linked to seismic activity.

There are a few faults in the region capable of causing a major earthquake in Stockton, but they are all west of Stockton, closer to the San Francisco Bay. Closer to Stockton are some smaller faults, including the Stockton Fault that runs east-west across the city, but it is not known to be active. Strong shaking from a major earthquake is rare in Stockton, although there were reports of significant shaking and localized damage in the area during the 1989 Loma Prieta earthquake. Figure 5-3 shows key fault lines in the region but not all smaller or less active faults are shown.

If major shaking from an earthquake does occur in Stockton, there is a risk of significant injury or loss of life from the damage or collapse of buildings and structures. Older homes in particular are at risk, because they were constructed before modern buildings codes and may not be seismically retrofitted. There is also a risk of harm from secondary hazards caused by the shaking, including urban fires, dam failures, and toxic chemical releases.

Other geologic hazards that may occur in the area include landslides, subsidence (the gradual sinking of land, often due to groundwater pumping), and soils that can significantly expand and contract depending on their moisture levels. There are no areas of substantial landslide risk in Stockton. Other parts of the Delta region have experienced subsidence, and there is an increased risk of further subsidence due to water management practices. Most of Stockton sits on areas with a moderate risk of soil expansion. Any construction on these soils may require specific management practices to reduce potential damage.

POLICY SAF-2.4

Reduce the potential harm from earthquakes and geologic hazards.

Action SAF-2.4A

Participate in local, county, and State-sponsored earthquake preparedness programs.

Action SAF-2.4B

Coordinate with the Stockton Fire Department, Stockton Community Emergency Response Team, San Joaquin County Office of Emergency Services, special districts, local utility providers, and major businesses to ensure effective preparation, response, and recovery services are available throughout the community before, during, and after a seismic event.

Action SAF-2.4C

Assess critical and lifeline facilities for seismic and landslide safety to ensure they remain operational after a seismic event or landslide.

Action SAF-2.4D

Identify City infrastructure with seismic or landslide vulnerabilities and pursue funding to conduct appropriate seismic retrofits.

Action SAF-2.4E

Continue to implement California Building Standards Code seismic safety standards for construction of new buildings.

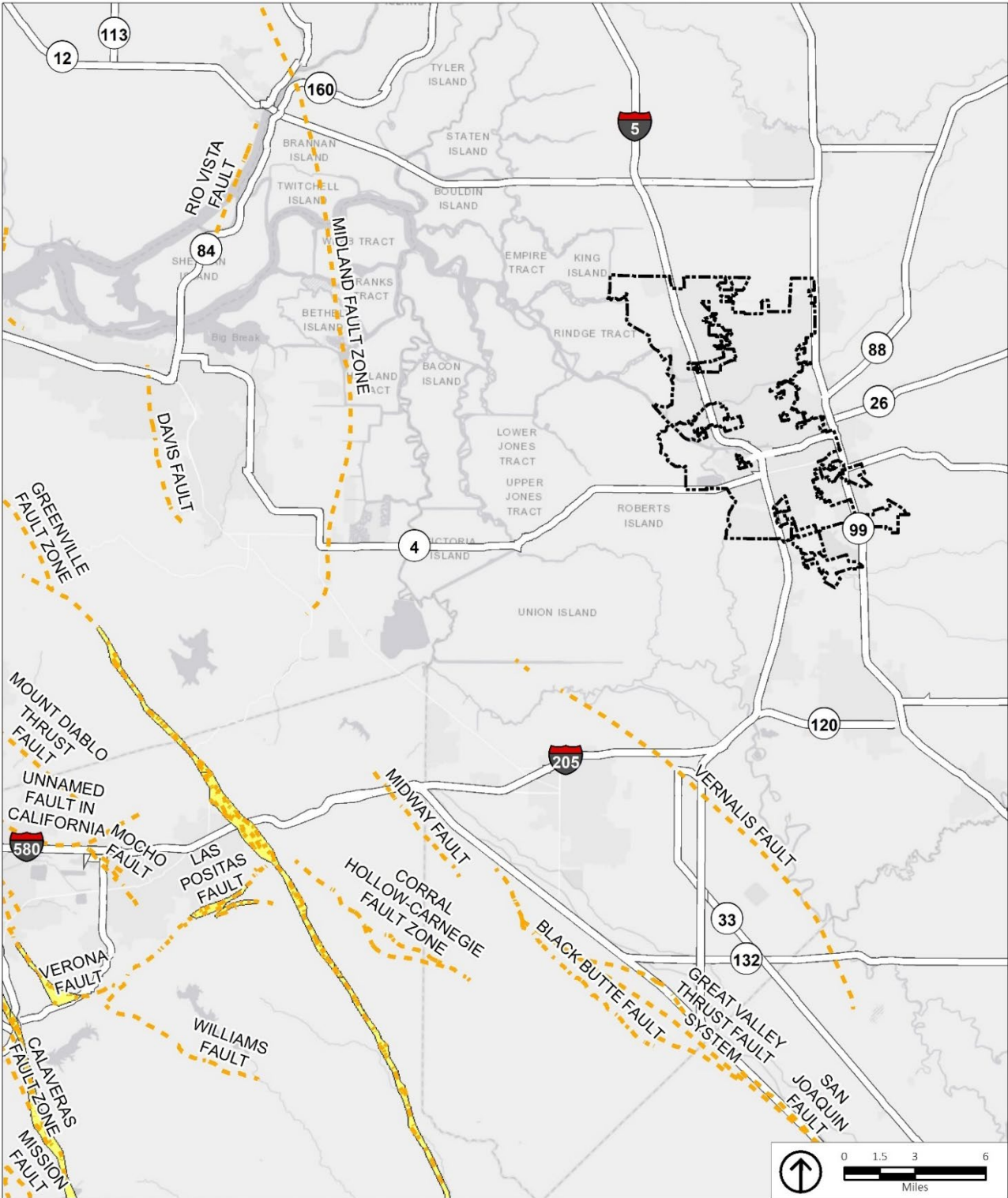
Action SAF-2.4F

Target low-income households, owners and occupants of structures constructed prior to 1980, and owners and occupants of unreinforced masonry buildings with information regarding the importance of seismic retrofitting, and help building owners and occupants connect with providers of these services.

Action SAF-2.4G

Locate new critical and lifeline facilities outside of landslide susceptibility areas, when feasible. If not feasible, appropriately site, design, and construct new critical facilities to be resilient to landslides.

Figure 5-3
Regional Fault Lines



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023, USGS 2010/2021

- City Boundary Line
- - - USGS Regional Fault Lines
- Alquist Priolo Fault Zones

FLOODING AND INUNDATION HAZARDS

Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, significantly threatening people's health and lives and causing substantial damage to structures, landscapes, and utilities. Reclamation of Delta land over many years has reduced available floodplain and increased flooding potential. Flood risk is therefore one of the most pressing threats to the Delta area, and Stockton is one of the areas at highest risk.

Areas at an elevated risk of flooding are generally divided into 100-, 200-, and 500-year flood zones. A 100-year flood zone has a 1 percent chance of experiencing a major flood in any given year, a 200-year flood zone has a 0.5 percent chance, and a 500-year flood zone has a 0.2 percent chance. The majority of the city is in one of these flood zones, as shown on Figure 5-4, making flooding a hazard of significant concern for Stockton. Figure 5-5 shows the land uses in these affected areas.

Most of the city is protected from flooding by levees, which are shown on Figure 5-6. However, many levees in the Delta region were initially constructed more than a century ago using rudimentary equipment and nonengineered fill material excavated from adjacent channels, sloughs, and marshes. There have been several improvements to the levee system in and around Stockton in recent years, including construction of new flood protection facilities led by the San Joaquin Area Flood Control Agency. A number of local, regional, state, and federal agencies play a role in maintaining levees and other flood protection facilities in and around Stockton. This includes the Central Valley Flood Protection Board, a regulating authority over flood risk management in the Central Valley and responsible for adopting the Central Valley Flood Protection Plan.

Despite these improvements, vulnerabilities remain in Stockton's levee system. The Country Club neighborhood and areas along the San Joaquin River and its floodplain in the southern part of the city do not receive adequate flood protection from levees. Although all remaining levees provide 100-year flood protection, no levees meet the State's 200-year flood protection requirement in the Central Valley Flood Protection Plan. The Delta's levees are also threatened by the active seismic zones west of the

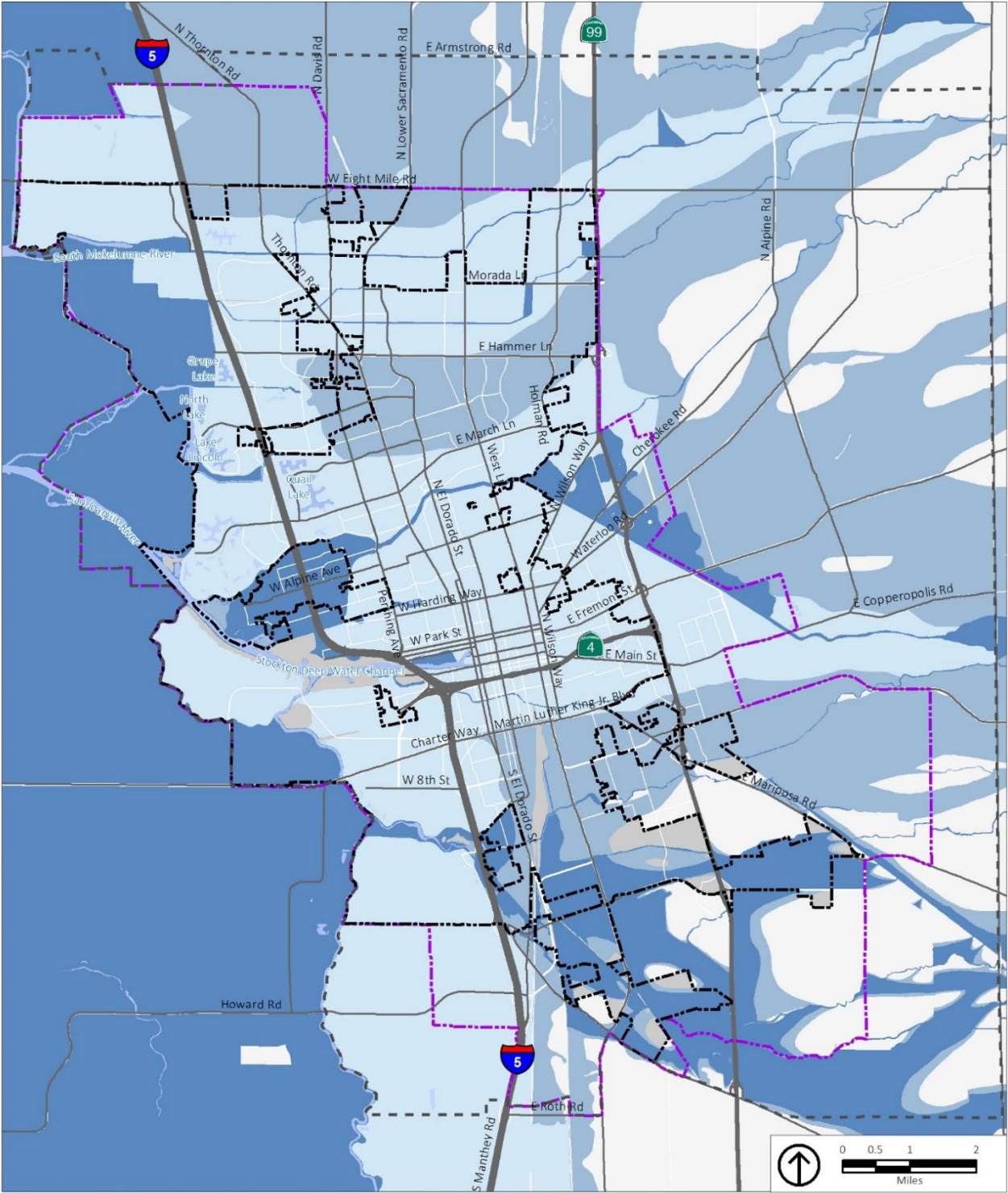
Delta, including the San Andreas and Hayward faults. Even without an earthquake or flood, Delta levees can fail during high tides or even on sunny days. In the event of a major levee break, much of the city would be inundated, potentially damaging tens of thousands of homes.

Sea Level Rise

Sea level rise is an increase in the ocean's surface height relative to the land in a particular location. It is a gradual process that takes place over years or decades, affecting communities near shorelines and low-lying waterways, including the Sacramento/San Joaquin Delta region. Sea levels in the San Francisco Bay-Delta Estuary are likely to rise at least to 7 to 13 inches by 2050, and potentially as high as 23 inches (almost two feet). By the end of the century, sea levels are likely to rise significantly higher, potentially as much as 7 to 10 feet. Figures 5-7 and 5-8 show the likelihood that certain areas of Stockton will be flooded due to sea level rise by 2050 and 2085, respectively.

There are a range of factors that impact water levels in the San Joaquin Delta, including inflows (from local and upstream precipitation), San Joaquin Delta exports into regional and state water systems, astronomical tides, atmospheric effects (pressure and wind), and flow control operations. Regional and local land subsidence further complicates local sea level trends for the Delta region. Decomposition of drained and converted marsh and peat soils in diked Delta islands have caused much of the Delta region to lie below sea level—in some places by as much as 20 feet. Continued land subsidence may increase the relative rate of locally observed sea level change for the Delta area when comparing water levels to local land elevations.

Figure 5-4
Flood Hazard and Levee Protection Zones



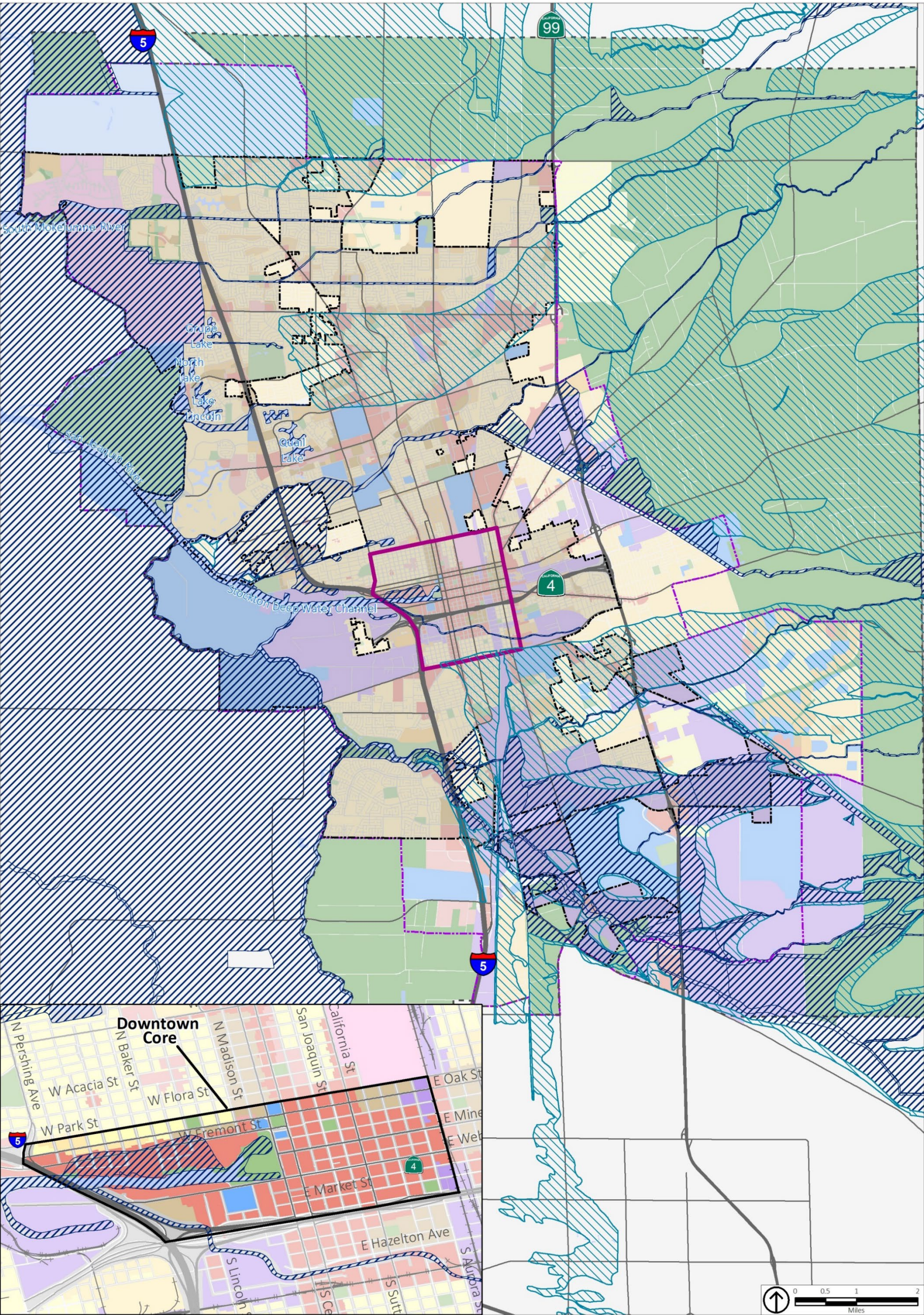
Source: City of Stockton; San Joaquin County; Federal Emergency Management System (FEMA), 2016; PlaceWorks, 2017.

- Flood Zones**
- 100-Year Flood Zone
 - 500-Year Flood Zone
 - Protected by a Levee
- City Limit**
- Sphere of Influence
 - General Plan Planning Area

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Figure 5-5
Planned Land Uses in Flood Hazard Zones



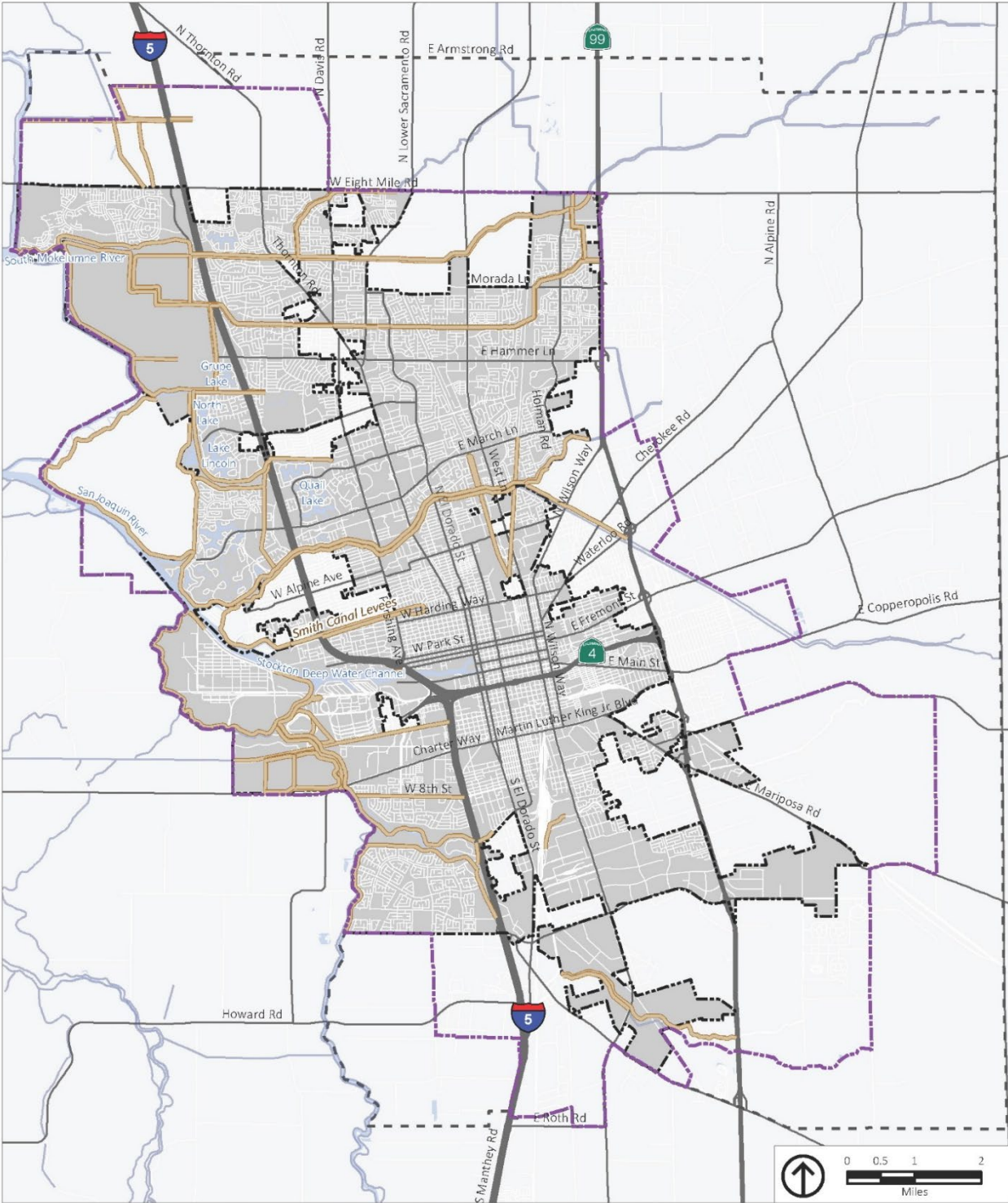
Source: Federal Emergency Management Agency, 2016; City of Stockton, 2017; PlaceWorks, 2017.

- | | | | | |
|---------------------|----------------------------|----------------------------|-----------------------------|-----------------------------------|
| Flood Zones | City Limit | Residential Estate | Mixed Use | Economic and Education Enterprise |
| 100-Year Flood Zone | Sphere of Influence | Low Density Residential | Commercial | Institutional |
| 500-Year Flood Zone | General Plan Planning Area | Medium Density Residential | Administrative Professional | Parks and Recreation |
| | Greater Downtown Boundary | High Density Residential | Industrial | Open Space/Agriculture |

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Figure 5-6
Flood Protection Levees



Source: Federal Emergency Management System (FEMA), 2017; PlaceWorks, 2017.

- Levees
- City Limit
- Sphere of Influence/ EIR Study Area
- General Plan Planning Area

Figure 5-7
2050 Sea Level Rise Projections (Probabilistic)

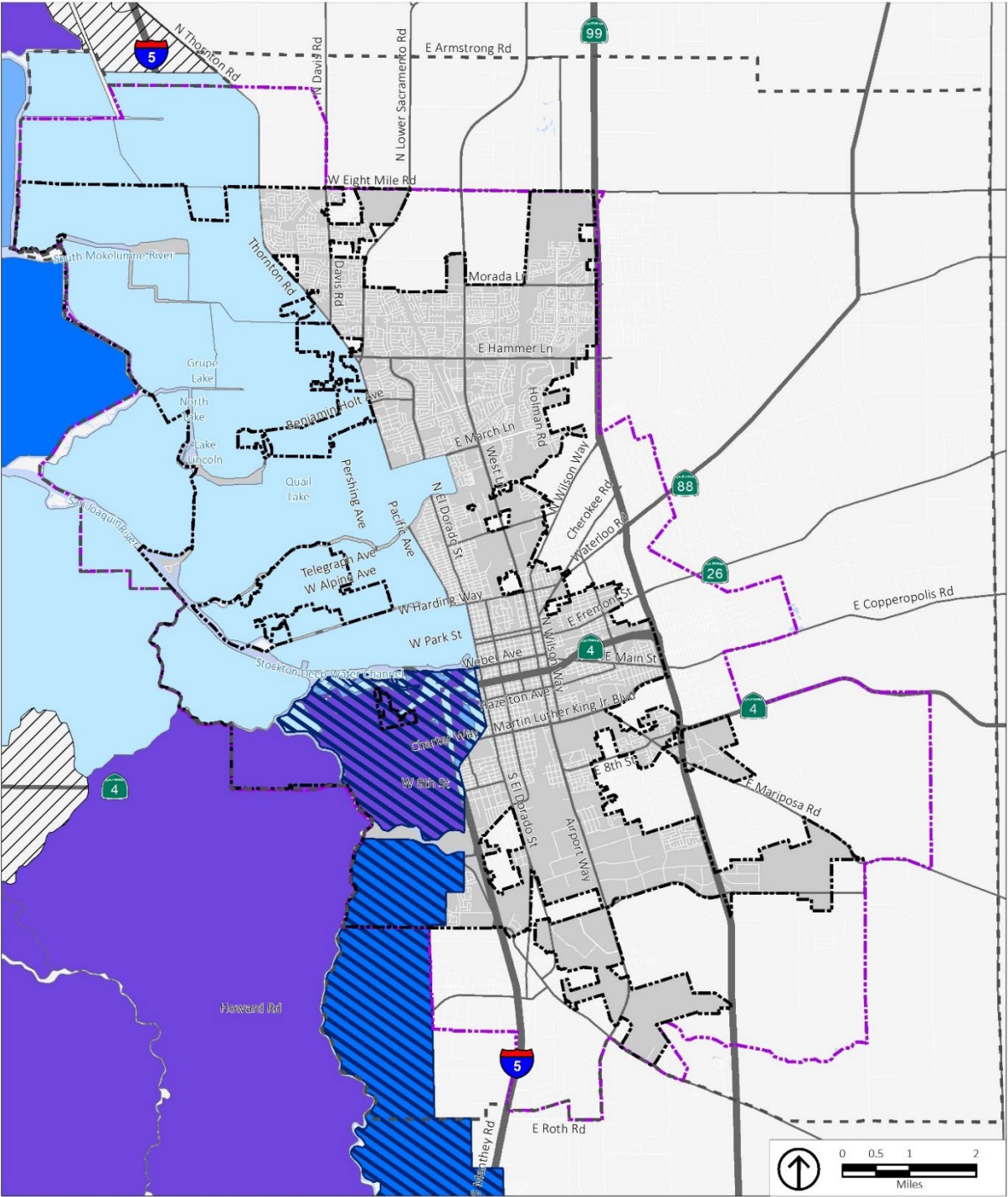
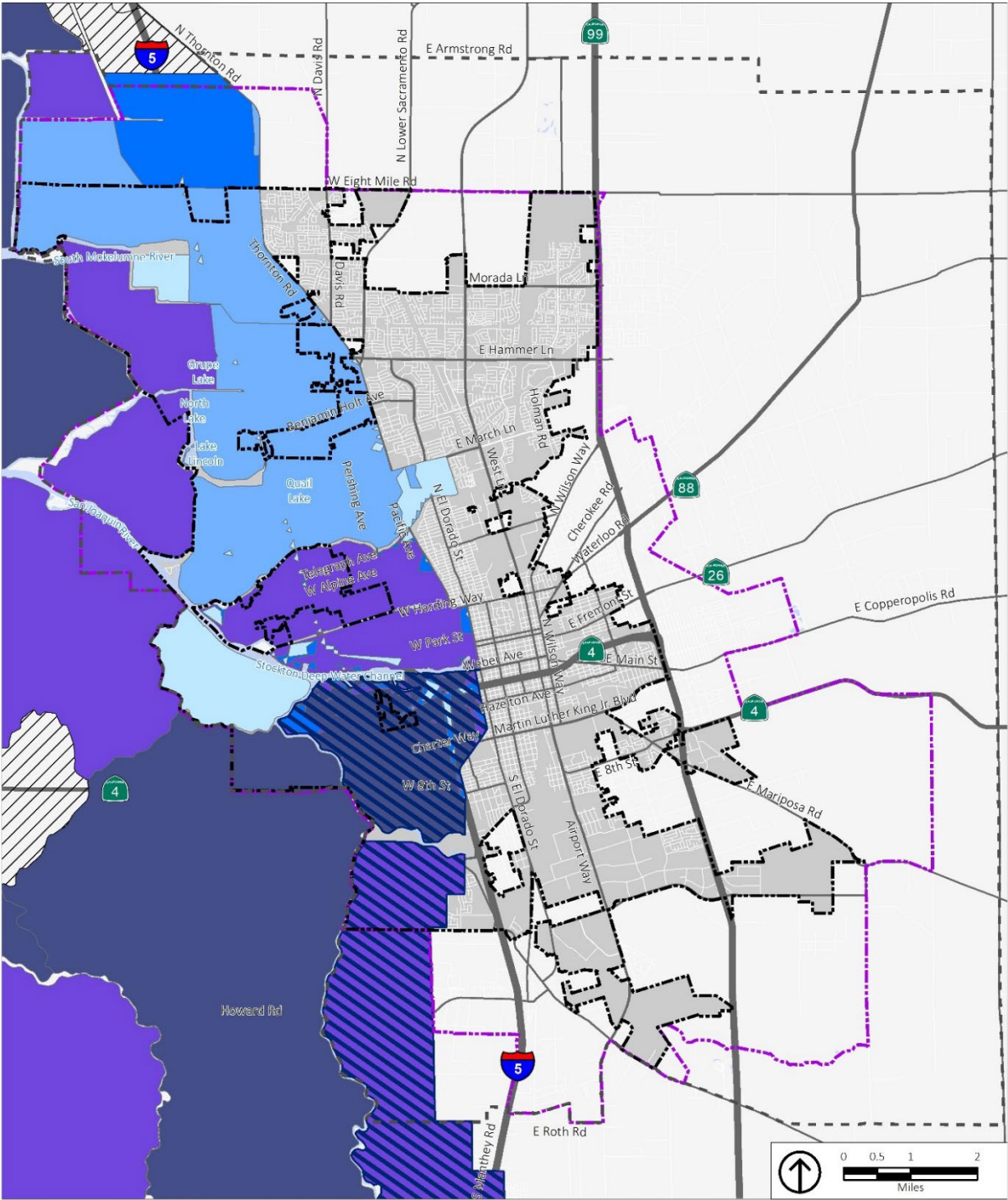


Figure 5-8
2085 Sea Level Rise Projections (Probabilistic)



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, Delta Stewardship Council 2021

Flood Hazard for 2085 Probabilistic Conditions

- General Plan Planning Area
- City Limit
- Sphere of Influence
- Not Modeled
- High Risk of River Flooding

Dam Failure

A dam failure is an uncontrolled release of water from a reservoir through a dam because of structural failures or deficiencies in the dam, usually associated with intense rainfall or prolonged flooding. Dam failures can range from minor to catastrophic. Although dam failures are very rare, they are not unprecedented. There are four major causes of dam failures: overtopping (when water levels in a reservoir rise above the top of the dam), foundation defects in the dam structure, piping and seepage failure in the dam or surrounding rock, and conduit and valve failure.

Stockton is within the inundation areas of four major dams: the New Hogan Dam on the Calaveras River, the New Melones Dam on the Stanislaus River, the Camanche Dam on the Mokelumne River, and the Don Pedro Dam across the Tuolumne River at the Don Pedro Reservoir. Failure of any of these dams would give residents about seven hours to evacuate. Other major regional dams could also affect Stockton but would have longer warning times. Figure 5-9 shows the dam hazard areas in Stockton.

Likelihood of Future Flooding

The city's proximity to the Delta, relatively low elevation, and potential to experience heavy rains mean that flood will continue to pose a significant hazard to the community. Climate change is expected to increase the frequency and intensity of strong storms that are more likely to create flooding. Sea level rise is expected to exacerbate this risk by increasing the height of the water surface in the Delta, including expanding the parts of the city that are considered prone to flood. By 2050, an additional 29,550 residents of Stockton are expected to be exposed to flooding, and 55,690 by the end of the century.

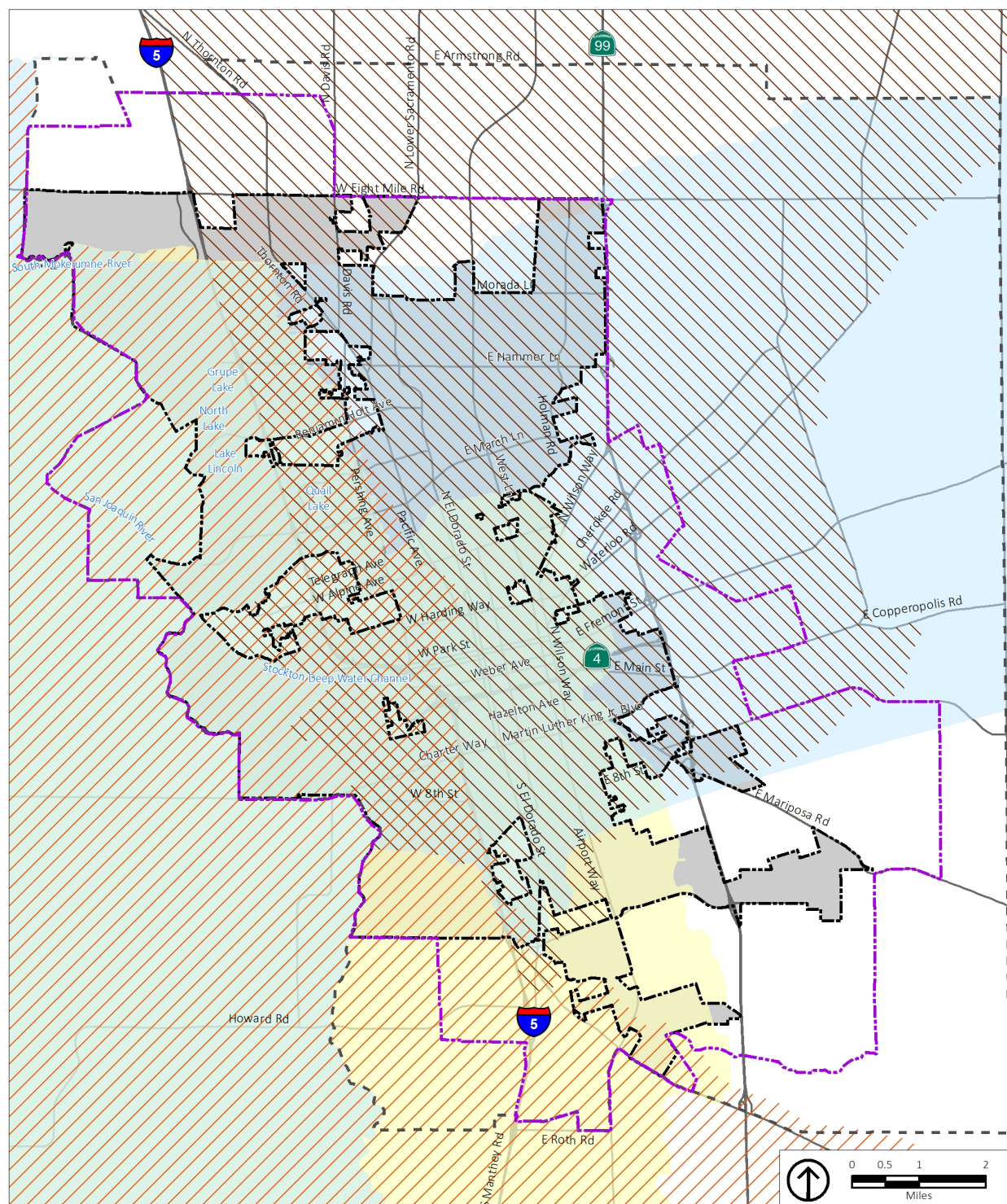
Increased frequency and severity of Delta flooding could have significant impacts on some of Stockton's most vulnerable residents. Approximately 65 percent of the Delta's population that could be exposed to the 100-year flood by 2050 reside in areas with high concentrations of socially vulnerable residents. Increases in damaging flood events will cause greater property damage, public health and safety concerns, displacement, and loss of life.

As sea levels rise and heavy precipitation becomes more common, the likelihood of levee overtopping will increase. Levee breaks could cause large amounts of salt water from

the Bay to enter the Delta and would have an adverse effect on Delta water quality and water system operations. Salt water intrusion could take months to dissipate, depending on the severity of the levee break and the degree of intrusion.

Of the ecosystems currently protected by levees in the Delta region, 73 percent are at risk of flooding due to levee overtopping resulting from a combination of sea level rise and storm events. By 2085, rising sea levels are expected to cause all critical remaining tidal wetland ecosystems in the Delta to transition to different plant communities or drown completely.

Figure 5-9 Dam Inundation



Source: San Joaquin County, 2017; PlaceWorks, 2023; DWR, 2023.

Dam Inundation Areas

-  Camanche Dam
 New Melones Dam
 New Hogan Dam
 Don Pedro Reservoir
 City Limit
 Sphere of Influence/ EIR Study Area
 General Plan Planning Area

POLICY SAF-2.5**Protect the community from potential flood events.****Action SAF-2.5A**

Coordinate with appropriate State, federal, and local flood control agencies to develop a flood protection plan for the levee systems protecting the city that:

- Identifies the levees protecting the city and the entities responsible for the operation and maintenance of the levees.
- Determines the flood levels in the waterways and the level of protection offered by the existing levees along the waterways.
- Identifies a long-term plan to upgrade the system as necessary to provide at least a 100-year level of flood protection to the city, and 200-year level of flood protection where feasible.
- Encourages multipurpose flood management projects that, where feasible, incorporate recreation, resource conservation, preservation of natural riparian habitat, and scenic values of the city's streams, creeks, and lakes.
- Includes provisions for updates to reflect future State or federally mandated levels of flood protection.

Action SAF-2.5B

Collaborate with State and local flood management agencies and other interested parties to develop funding mechanisms to finance the local share of flood management responsibilities and maintain cooperative working relationships with appropriate agencies to minimize flood hazards and improve safety.

Action SAF-2.5C

Require new public and private waterfront development to be oriented to waterways and provide setbacks and easements along levees and channels to provide space for levee widening, flood fighting, roadway and maintenance access, open space and trail amenities, and appropriate landscaping.

Action SAF-2.5D

For any critical public facility sited within the 100-year floodplains (as shown on Figure 5-4) or areas at risk of inundation from sea level rise by 2085 (as shown on

Figure 5-8), the responsible agency or department shall implement site or building flood protection improvement methods to ensure operability and minimize damage.

Action SAF-2.5E

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones and levee protection areas (as identified on Figure 5-4) to connect with local, regional, state, and federal initiatives to improve housing resiliency.

Action SAF-2.5F

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones and levee protection areas (as identified on Figure 5-4) to insure their property and receive recovery resources in the aftermath of a flood.

Action SAF-2.5G

Work with residents experiencing insecure housing, with low incomes, with access and functional needs, and/or living in mapped flood hazard zones (as identified in Figure 5-4) to obtain relocation assistance and/or obtain affordable housing outside of flood hazard zones.

POLICY SAF-2.6**Minimize risks to the community from flooding through appropriate siting and protection of structures and occupants.****Action SAF-2.6A**

Regulate new urban development in accordance with State requirements for 200-year level of flood protection and federal requirements for 100-year level of flood protection.

Action SAF-2.6B

Require flood-proofing of new and expanded buildings and structures in the mapped flood hazard zones and levee protection areas shown on Figure 5-4. Floodproofing methods will be determined on a project-by-project basis, and may include, but not be limited to:

- (a) Anchoring to prevent flotation, collapse, or lateral movement.

- (b) Using flood-resistant construction materials.
- (c) Employing construction methods and practices that minimize flood damage.
- (d) Elevating building pads and habitable building floors above the base flood elevation plus required freeboard.
- (e) Providing adequate venting to allow for equalization of hydrostatic flood forces.

Action SAF-2.6C

Investigate and implement when feasible mitigation measures that offer 200-year level of flood protection for existing urban development in flood-prone areas.

Action SAF-2.6D

Preserve floodways and floodplains for non-urban uses to maintain existing flood carrying capacities, except when mitigated in conformance with the City's floodplain management program.

Action SAF-2.6E

Consider the best available flood and sea-level hazard information and mapping from regional, State, and federal agencies to inform land use and public facilities investment decisions.

OTHER HAZARDS OF CONCERN

Drought

A drought is an extended period when precipitation levels are well below normal but is a normal part of the climate cycle. Drought may cause losses to agriculture; affect domestic water supply, energy production, public health, and wildlife; or contribute to wildfire. Like most of California and the western United States, Stockton experiences drought cycles.

Drought impacts the city's water supply and, in severe instances, makes less water available for people, businesses, and natural systems. Both the City of Stockton Municipal Utilities District and the California Water Service Company Stockton District supply water to different parts of the community. Stockton's primary water sources during base years are surface water from several local and regional rivers (including the Calaveras, Stanislaus, and San Joaquin Rivers) and the East San Joaquin Subbasin of

the San Joaquin Valley Groundwater Basin. As of August 2023, Stockton and its water sources were not in drought conditions, although San Joaquin County was in a state of extreme to exceptional drought—the highest level of drought recognized by the US Drought Monitor—as recently as December 2022. The City Utilities District and California Water both project that they will have an adequate water supply through 2045 for normal years, single dry years, and multiple dry years.

Although droughts are a regular feature of California's climate, scientists expect that climate change will lead to more frequent and intense droughts statewide. Climate change is expected to cause more precipitation to fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack by as much as 70 to 90 percent. How much snowpack will be lost depends in part on future precipitation patterns, the projections for which remain uncertain. However, even under wetter climate projections, the loss of snowpack would pose potential water shortage issues and exacerbate drought conditions.

Increasing frequency and severity of droughts will likely have negative impacts on Delta agriculture. Drought—especially in combination with other climate change stressors and hazards, such as extreme heat—may reduce crop productivity. Reductions in agricultural productivity would disproportionately impact low-income agricultural laborers, who would be more likely to lose their jobs first and who tend to have fewer resources to cope with drought and other climate change impacts. Drought and other climate change impacts may exacerbate existing water affordability issues. Increased frequency of droughts may also contribute to harmful algal blooms and degrade raw water quality, requiring drinking water treatment system upgrades.

Fire Hazards

Fire hazards include both wildfires and urban fires. Though the city is vulnerable to both kinds of fire threats, the climatic and vegetative conditions in Stockton are generally not conducive to the spread or development of wildfires. Fuel, weather, and topography are primary factors in how wildland fires spread. Wildfire risk in San Joaquin County is generally low. Fire protection in Stockton is provided by the SFD, as described in Section 2.1, Public Safety.

CAL FIRE (California Department of Forestry and Fire Protection) establishes fire hazard severity zones (FHSZ), designating each as moderate, high, or very high severity. There are no FHSZs in or immediately next to the city. However, there are high and very high FHSZs in neighboring counties, and smoke from fires in these areas could impact local air quality.

The wildland-urban interface (WUI) is an area where buildings and infrastructure (e.g., cell towers, schools, water supply facilities) mix with areas of flammable wildland vegetation. There are two types of WUI: interface (areas where housing and other development border wildland areas) and intermix (where development is mingled and interspersed with wildland areas). Additionally, the influence zone refers to an area made up of wildfire-susceptible vegetation up to 1.5 miles from the WUI, and the threat zone is an additional strip of vegetation modified to reduce flame heights and radiant heat. Figure 5-10 shows the WUI zones around Stockton.

Although the wildfire risk in Stockton is low, there is a risk of structural fires. Structural fires are often due to faulty wiring or mechanical equipment and combustible construction materials. The absence of fire alarms and fire sprinkler systems exacerbate the damages associated with a structural fire. Structural fires are largely from human accidents, although some fires may be started deliberately (arson). Older buildings that lack modern fire safety features may face greater risk of damage from fires.

Greater frequency of regional fires can create recurrent air quality degradation, leading to respiratory health effects. Wildfire smoke consists of a mix of gases and fine particulate matter from burning vegetation and materials. The pollutant of most concern from wildfire smoke is fine particulate matter (PM_{2.5}). PM_{2.5} from wildfire smoke is damaging to human health due to its ability to deeply penetrate lung tissue and affect the heart and circulatory system. Although wildfire smoke presents a health risk to everyone, sensitive groups may experience more severe acute and chronic symptoms from exposure to wildfire smoke, such as children, older adults, people with chronic respiratory or cardiovascular disease, or people experiencing low socioeconomic status. Air quality in Stockton has been impacted by major recent wildfires, most notably the Lightning Complex Fire of 2020, Creek Fire of 2020, and Camp Fire of 2018. All of these fires

resulted in elevated levels of particulate matter in San Joaquin County for several days.

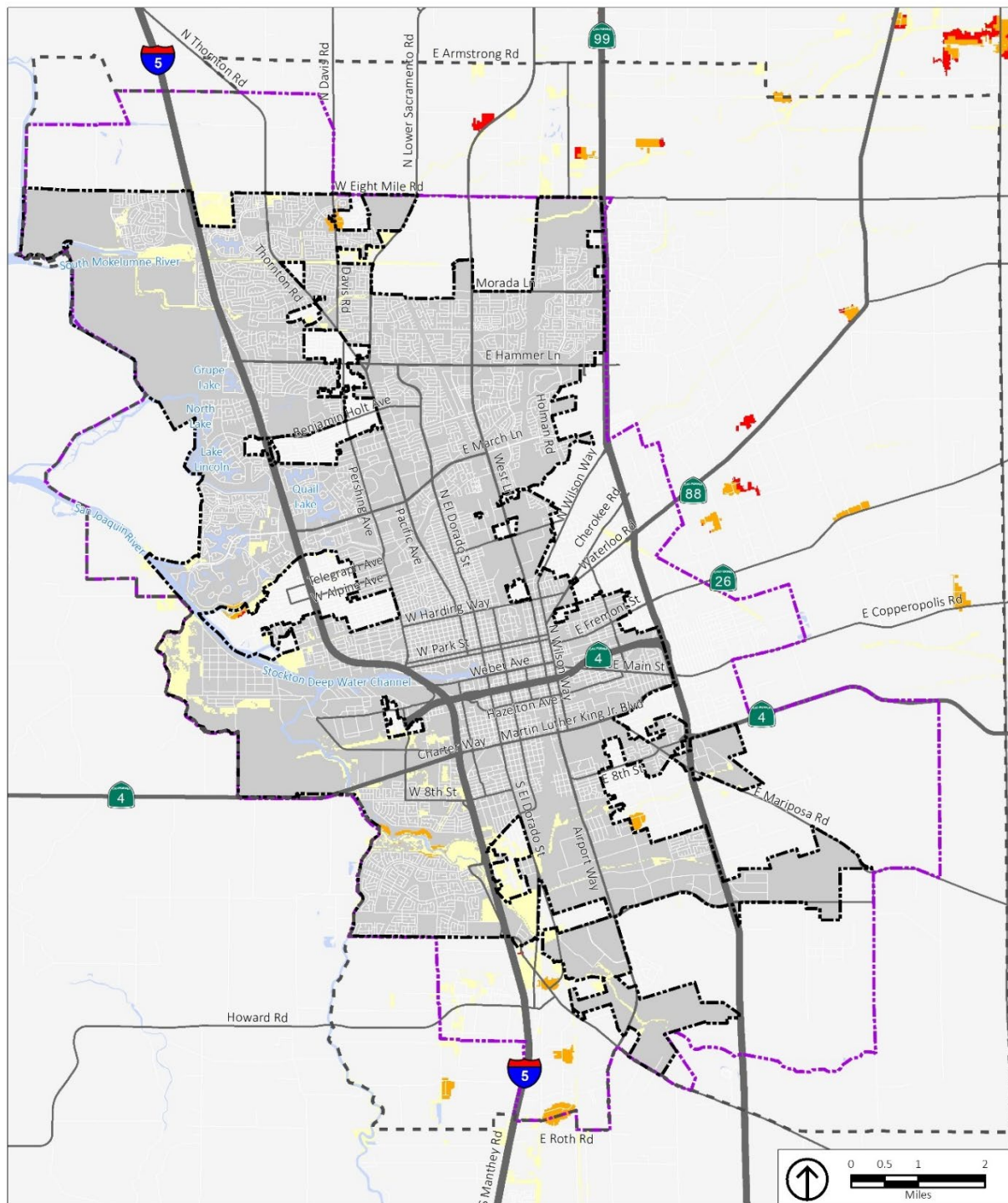
Warmer weather, reduced snowpack, and earlier snowmelt attributable to climate change are expected to increase wildfire risk due to increased fuel and ignition risks. Although Stockton itself faces a low wildfire risk, wildfire risk is generally projected to increase across Northern California, and wildfires are expected to become larger and harder to control, so Stockton will likely continue to be subject to wildfire smoke. Regional wildfires may also interfere with the city's power supply via Public Safety Power Shutoff events or damage to electricity transmission infrastructure.

Agricultural and Ecosystem Pests

Though there is limited agricultural land and open space in Stockton itself, San Joaquin County contains significant farmland, including prime farmland and farmland of statewide importance, as well as extensive wetlands and levee systems. Therefore, the county is vulnerable to agricultural and ecosystem pests. Pests that have been of particular concern in San Joaquin County recently include nutria and Russian knapweed.

Agricultural and ecosystem pests will likely maintain a presence in San Joaquin County, though their activity can be at least partially managed via the County's pest-control initiatives. Pest activity is likely to increase because higher temperatures caused by global warming allow insects to reproduce more rapidly and increase the activity window for pests and diseases. Row crops can be affected by fungal pathogens and invasive disease vectors as temperatures continue to rise, affecting the quality and viability of crops.

Figure 5-10
Wildland-Urban Interface Zones



Source: City of Stockton; Fehr & Peers, 2016; PlaceWorks, 2023; ESRI 2019, CalFire 2015

-  General Plan Planning Area
-  City Limit
-  Sphere of Influence
-  Wildland/Urban Intermix Zone
-  Wildland/Urban Interface Zone
-  Wildland/Urban Influence Zone

Extreme Heat

California's Cal-Adapt database of climate change effects defines extreme heat as temperatures that are hotter than 98 percent of the historical high temperatures for the area, as measured between April and October of 1961 to 1990. Days that reach this level are called extreme heat days. In Stockton, the extreme heat threshold is 102.3°F. An event with five extreme heat days in a row is called a heat wave. Extreme heat also takes the form of warm nights when temperatures do not cool down overnight to provide relief from the hot days. This can also cause higher electricity use during the nighttime hours as community residents use more energy to cool homes. In Stockton, a warm night occurs when the temperature stays above 66°F.

Health impacts are the primary concern with this hazard, though economic impacts are also an issue. People exposed to extreme heat can suffer heat-related illnesses such as heat cramps, heat exhaustion, and (most severely) heat stroke. The elderly, individuals below the poverty level, outdoor workers, immigrant communities, and those experiencing homelessness are among the most vulnerable to extreme heat. Very high temperatures can harm plants, animals, and natural ecosystems that are not well adapted to them. The heat causes more demand for electricity (usually to run air conditioning units) and, in combination with the stress on the power lines, may lead to brownouts and blackouts.

Extreme heat tends to occur on an annual basis and is likely to continue occurring annually. According to California's climate change projections, the number of extreme heat days in Stockton is expected to rise from a historical annual average of 4 to 23 by the middle of the century (2035 to 2064) and 44 by the end of the century (2070 to 2099), with occasional years experiencing many more extreme heat days. The number of warm nights in Stockton is projected to increase from an annual average of 4 historically to 27 by midcentury and 66 by the end of the century.

Severe Weather

Severe weather is generally any destructive weather event, but usually occurs in Stockton as strong storms or heavy fog. Severe weather is usually caused by intense storm systems, although strong winds can occur without a storm. The types of dangers posed by severe weather vary widely and may include injuries or deaths, damage to buildings

and structures, fallen trees, roads and railways blocked by debris, and fires sparked by lightning. Severe weather can produce high winds and lightning that can damage structures and cause power outages. Lightning from these storms can ignite structure fires that can cause damage to buildings and endanger people. Objects such as vehicles, unprotected structures (e.g., bus stops, car ports), fences, telephone poles, or trees can also be struck directly by lightning, which may result in an explosion or fire.

Severe weather is an annual occurrence in San Joaquin County. However, actual damage associated with the primary effects of severe weather have been limited. Climate change is expected to cause an increase in intense rainfall and strong storm systems. This means that Stockton could see more intense weather resulting from these storms in the coming years and decades, although such an increase may not affect all forms of severe weather. Though average annual rainfall may increase only slightly, climate change is expected to cause an increase in the number of years with intense levels of precipitation. Heavy rainfall can increase the frequency and severity of other hazards, including flooding. The incidence of winter fog has decreased dramatically over the past three decades, due in part to declines in winter chill caused by climate change.

Human Health Hazards

Human health hazards are bacteria, viruses, parasites, and other organisms that are spread by insects, animals, and other pest organisms and can cause diseases and illness in people. Some of these diseases may cause only mild inconvenience, but others are potentially life threatening. These diseases can be and often are carried by animals, such as mice and rats, ticks, and mosquitos. Warmer temperatures and high levels of precipitation can lead to increased populations of disease-carrying animals, creating a greater risk of disease and increased rates of infection. Populations most vulnerable to human health hazards are those who spend a disproportionate amount of time outdoors, those with fragile immune systems or existing illnesses, and those who may live in substandard housing or not have access to health insurance and medical care.

Human health hazards of various scales and levels of severity are likely to continue to occur in the future. Climate change is projected to contribute to increases in average

temperature and changes in precipitation patterns that favor large precipitation events and associated flooding. These climatic changes promote the reproduction and speed the growth of many pest species, leading to higher populations of potential disease vectors. Overall risk of human health hazards is thus expected to increase.

POLICY SAF-2.7

Accommodate a changing climate through adaptation, mitigation, and resiliency planning and projects.

Action SAF-2.7A

Create a city-specific Local Hazard Mitigation Plan and incorporate this plan into the Safety Element. Begin creation of the plan within one year.

Action SAF-2.7B

Conduct regular updates to the City's climate change vulnerability assessment and associated adaptation and resilience policies and strategies, and incorporate them into the Safety Element, in accordance with SB 379.

Action SAF-2.7C

Continue to participate in regional climate change vulnerability assessment, adaptation planning, and resilience efforts. Accommodate a changing climate through adaptation and resiliency planning and projects, including pursuit of grant funding for implementation of resilience efforts.

Action SAF-2.7D

Continue to identify opportunities to expand the City's organization capacity to respond to the effects of climate change.

Action SAF-2.7E

Establish a network of equitably located community resilience centers that would offer refuge and backup power for community members in the event of a large-scale disaster or extreme heat event, including as a last resort shelter-in-place location.

Action SAF-2.7F

Install backup power and water resources at critical City facilities, emergency shelters, and cooling centers in case of power and water outages.

Action SAF-2.7G

Work with regional and local partners to increase the number of solar and battery systems installed at homes, businesses, and City facilities.

Action SAF-2.7H

Coordinate with transit providers to identify and advertise ways for individuals with restricted mobility to reach resilience centers, cooling centers, and alternate care sites.

Action SAF-2.7I

Conduct targeted public outreach and education about cooling strategies for those populations sensitive to higher temperatures, especially seniors and those who work outdoors, lack permanent shelter, and lack air conditioning.

Action SAF-2.7J

Partner with local community-based organizations to pursue grant funding opportunities to provide financial assistance or reduced costs for energy retrofits, cooling, ventilation, or other adaptation measures to help protect low-income households, senior citizens, and other vulnerable persons against extreme heat events.

Action SAF-2.7K

Plant trees and install more green space to provide shade and combat high heat, with a focus on neighborhoods that are most vulnerable to heat.

Action SAF-2.7L

Target residents living in the wildland urban interface (as shown on Figure 5-10) with information about the dangers of living in a wildfire hazard area and strategies for reducing wildfire risk.

Action SAF-2.7M

Work with existing property owners in wildland-urban interface areas to establish and maintain fire breaks and defensible space, vegetation clearance, emergency access

roads, water supply and fire flow, signage, and firefighting infrastructure that meets current adopted State, County, or community fire safety standards.

Action SAF-2.7N

Discourage new development in the wildland-urban interface (as shown on Figure 5-10). If new development does occur within these areas, require any construction of buildings or infrastructure to incorporate fire-safe design features that meet the State Fire Safe Regulations and Fire Hazard Reduction Around Buildings and Structures Regulation for road ingress and egress, fire equipment access, and adequate water supply.

Action SAF-2.7O

Expand and maintain the City's network of public drinking fountains and water dispensers.

Action SAF-2.7P

Coordinate with local medical providers and Public Health Services of San Joaquin County to ensure low-cost medical and emergency medical services are available to all residents in the city.

Action SAF-2.7Q

Work with San Joaquin County and the San Joaquin County Mosquito and Vector Control District to monitor the status of mosquitoes and agricultural and ecosystem pests and contribute resources to pest management initiatives as feasible.

NOISE CAN DETRACT FROM QUALITY OF LIFE

Noise can affect the way people live and work. Some types of noise are only short-term irritants, like the pounding of a jackhammer or the whine of a leaf blower. These mobile sources can generally be controlled through the City's noise ordinance, but fixed sources such as roads, the railroad, and the airport instead require the City to ensure that land uses, especially "sensitive receptors" like homes and schools, do not bring people too close to noise unless noise reduction measures like thicker walls and windows are determined to be acceptable.

State law requires general plans to use the Community Noise Equivalent Level (CNEL) or the Day/Night Average

Sound Level (L_{dn}) to describe the community noise environment (in decibels, "dBA") and its effects on the population. The City of Stockton land use compatibility standards for noise are shown in Table 5-1, and the future 2040 roadway noise conditions are depicted graphically on Figure 5-11.

POLICY SAF-2.8

Protect the community from health hazards and annoyance associated with excessive noise levels.

Action SAF-2.8A

Prohibit new commercial, industrial, or other noise-generating land uses adjacent to existing sensitive noise receptors such as residential uses, schools, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA Community Noise Equivalent (CNEL) (decibels on A-weighted scale CNEL) when measured at the property line of the noise sensitive land use.

Action SAF-2.8B

Require projects that would locate noise sensitive land uses where the projected ambient noise level is greater than the "normally acceptable" noise level indicated on Table 5-1 to provide an acoustical analysis that shall:

- Be the responsibility of the applicant;
- Be prepared by a qualified person experienced in the fields of environmental noise assessment and architectural acoustics;
- Include representative noise level measurements with sufficient sampling periods and locations to adequately describe local conditions;
- Estimate existing and projected (20-year) noise levels in terms of L_{dn} /CNEL and compare the levels to the adopted noise policies and actions in this General Plan;
- Recommend appropriate mitigation to achieve compatibility with the adopted noise policies and standards;
- Where the noise source in question consists of intermittent single events, address the effects of maximum noise levels in sleeping rooms in terms of possible sleep disturbance;
- Estimate noise exposure after the prescribed mitigation measures have been implemented;

- If the project does not comply with the adopted standards and policies of this General Plan, provide acoustical information for a statement of overriding considerations for the project; and
- Describe a post-project assessment program, which could be used to evaluate the effectiveness of the proposed mitigation measures.

Action SAF-2.8C

Require noise produced by commercial uses to not exceed 75 dB $L_{dn}/CNEL$ at the nearest property line.

Action SAF-2.8D

Grant exceptions to the noise standards for commercial and industrial uses only if a recorded noise easement is conveyed by the affected property owners.

Action SAF-2.8E

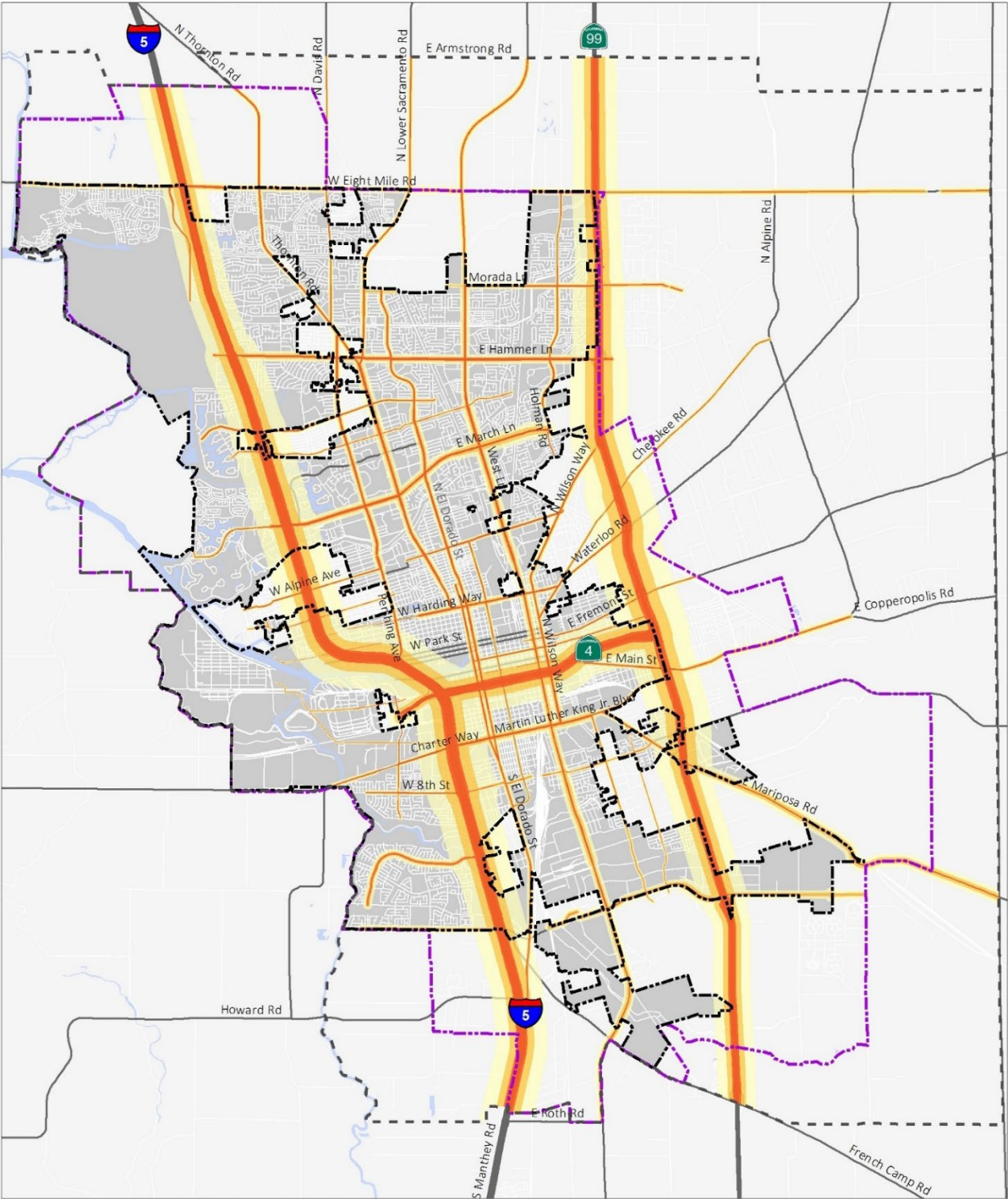
Require all new habitable structures to be set back from railroad tracks to protect residents from noise, vibration, and safety impacts.

Table 5-1  **Maximum Allowable Noise Exposure by Land Use**

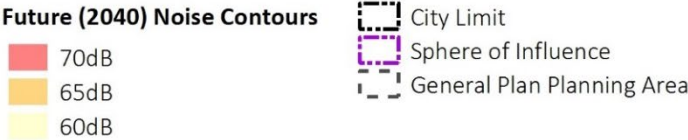
LAND USE TYPE	NOISE LEVEL, L_{DN} (DBA)						
	0-55	56-60	61-65	66-70	71-75	75-80	>81
Residential							
Urban Residential Infill							
Hotels, Motels							
Schools, Libraries, Churches, Hospitals, Extended Care Facilities							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arenas, Outdoor Spectator Sports							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Business Commercial and Professional							
Mining, Industrial, Manufacturing, Utilities, Agriculture							
	Normally Acceptable. Specified land use is satisfactory based on the assumption that any buildings involved are of normal, conventional construction, without any special noise insulation requirements.						
	Conditionally Acceptable. New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed insulation features have been included in the design.						
	Unacceptable. New construction or development should not be undertaken.						

Notes: If existing noise standards are currently exceeded, a proposed project shall not incrementally increase noise levels by more than 3 dBA. Urban residential infill applies to residential uses in the Greater Downtown.

Figure 5-11
2040 Roadway Noise Contours



Source: City of Stockton; PlaceWorks, 2016.



HAZARDOUS MATERIALS NEED TO BE CONTROLLED

State and federal laws regulate the production, storage, handling, and disposal of hazardous materials and waste, including industrial wastes, pesticides, radioactive substances, asbestos, and combustible fuels. Hazardous materials commonly used in the home include garden pesticides, waste oil, paint supplies, car batteries, and pool chemicals. Limited quantities of household hazardous waste may be transported to and dropped off at a recycling center. State and federal rules require inventory and reporting for businesses that store more than 55 gallons of hazardous liquids, 500 pounds of solids, or 200 cubic feet of compressed gases, including plans for incident prevention and emergency response and evacuation.

Although hazardous materials are carefully regulated today, past activities have left some contaminated sites in Stockton, as well as others where contamination is suspected and investigation is underway. Contamination has resulted from leaking underground storage tanks, disposal of hazardous materials, and various past industrial practices. The California Department of Toxic Substances Control oversees cleanup of such sites, but the potential for accidents and spills means that the City also must strive to reduce risks.

POLICY SAF-2.9

Minimize the risk to city residents and property associated with the transport, distribution, use, and storage of hazardous materials.

Action SAF-2.9A

Restrict transport of hazardous materials within the city to routes that have been designated for such transport.

Action SAF-2.9B

When appropriate, require new development to prepare a hazardous materials inventory and/or prepare Phase I or Phase II hazardous materials studies, including any required cleanup measures.

Action SAF-2.9C

Educate the public about the types of household hazardous wastes and the proper methods for their disposal.

Action SAF-2.9D

Restrict, to the extent feasible, development of new hazardous waste storage facilities in mapped 100-year flood hazard zones and areas subject to sea level rise in 2085 (see Figures 5-4 and 5-8).

Action SAF-2.9E

Work with existing handlers of hazardous materials and the Stockton Fire Department to reduce the risk of hazardous materials exposures in the event of flooding.

GOAL SAF-3: CLEAN WATER

Sustain clean and adequate water supplies.

EVERYONE HAS A RIGHT TO CLEAN WATER

Access to safe water is a fundamental human need for both physical and social health. Maintaining clean water supplies requires constant vigilance, significant expenditures, and sometimes changes in behavior, especially as the impacts of human activities become more pervasive.

Water supply, quality, and distribution are vital to Stockton's ability to serve its population now and in the future. Regulatory pressures, droughts, and saline intrusion affecting groundwater supplies have already strained the region's water supplies. As a result, the City has focused attention on the availability of existing surface water supplies, and is cooperating with other agencies in the region to manage groundwater resources at a sustainable yield.

Meanwhile, water conservation and efficiency has become a normal way of life in and around Stockton. Increasing use of reclaimed (or "recycled") water can be an effective way to protect water supply. For example, simple "graywater" systems can re-use water from bathroom sinks, showers, bathtubs, and washing machines to irrigate landscaping. Stockton also is committed to protecting water quality by ensuring adequate collection, treatment, and safe disposal of wastewater.

POLICY SAF-3.1

Secure long-term renewable contracts and related agreements to ensure that surface water rights will be available to meet projected demand.

Action SAF-3.1A

Actively participate in appropriate forums designed to discuss and solve regional water supply and quality issues.

POLICY SAF-3.2

Protect the availability of clean potable water from groundwater sources.

Action SAF-3.2A

Continue to cooperate with San Joaquin County, Stockton East Water District, and CalWater to monitor groundwater withdrawals and ensure that they fall within the target yield for the drinking water aquifer.



Action SAF-3.2B

Require new development to employ low impact development (LID) approaches, including:

- Conserving natural areas and reducing imperviousness
- Runoff storage
- Hydro-modification (to mimic pre-development runoff volume and flow rate)
- Reducing trash accumulation
- Public education and outreach

POLICY SAF-3.3

Encourage use of recycled ("gray") water for landscaping irrigation to reduce demand on potable supplies.

Action SAF-3.3A

Require new development to install non-potable water infrastructure for irrigation of large landscaped areas where feasible.

Action SAF-3.3B

Investigate and implement Code amendments to allow installation of dual plumbing and/or rainwater capture systems to enable use of recycled water and/or captured rainwater generated on-site.

POLICY SAF-3.4

Ensure adequate collection, treatment, and safe disposal of wastewater.

Action SAF-3.4A

Require all new urban development to be served by an adequate wastewater collection system to avoid possible contamination of groundwater from onsite wastewater disposal systems.

Action SAF-3.4B

Conduct outreach and provide information to encourage homeowners with septic tanks to abandon existing septic tanks and hook up to the City wastewater collection system.

Action SAF-3.4C

Continue to discharge treated effluent to the Delta and reuse that water through the City's California Water Code Section 1485 water right.

GOAL SAF-4: CLEAN AIR

Improve local air quality.

AIR QUALITY IN THE VALLEY HAS TO IMPROVE

The San Joaquin Valley Air Basin is burdened by air pollution from a variety of industrial and vehicular sources. Topographic and meteorological conditions unique to the area trap these particulates and generate high levels of unhealthy air in the region. The San Joaquin Valley Air Pollution Control District oversees plans and control measures to address air pollution, primarily from stationary sources such as industry and power plants. The District also enforces rules and regulations to control air pollution and to assess potential air quality impacts of proposed land uses. The City of Stockton also plays an important role in helping to minimize air pollutant emissions, both through direct regulations on land use activities and through policies and actions that help reduce the need to travel long distances and that promote alternatives to single-occupant vehicular travel. Goals, policies, and actions that address air quality are highlighted with the  throughout the document.

POLICY SAF-4.1

Reduce air impacts from mobile and stationary sources of air pollution.

Action SAF-4.1A

Require the construction and operation of new development to implement best practices that reduce air pollutant emissions, including:

- Use of low-emission and well-maintained construction equipment, with idling time limits.
- Development and implementation of a dust control plan during construction.
- Installation of electrical service connections at loading docks, where appropriate.
- Installation of Energy Star-certified appliances.
- Entering into Voluntary Emissions Reduction Agreements with the San Joaquin Valley Air Pollution Control District.

Action SAF-4.1B

Use the results of the Health Risk Assessments required by the California Air Toxics "Hot Spots" Act to establish appropriate land use buffer zones around any new sources of toxic air pollutants that pose substantial health risks.

Action SAF-4.1C

Require the use of electric-powered construction and landscaping equipment as conditions of project approval when appropriate.

Action SAF-4.1D

Limit heavy-duty off-road equipment idling time to meet the California Air Resources Board's idling regulations for on-road trucks.

POLICY SAF-4.2

Encourage major employers to participate in a transportation demand management program (TDM) that reduces vehicle trips through approaches such as carpooling, vanpooling, shuttles, car-sharing, bike-sharing, end-of-trip facilities like showers and bicycle parking, subscription bus service, transit subsidies, preferential parking, and telecommuting.



Action SAF-4.2A

Provide information and conduct marketing and outreach to major existing and new employers about the transportation demand management (TDM) program facilitated by the San Joaquin Council of Governments.

POLICY SAF-4.3

Coordinate with the San Joaquin Valley Air Pollution Control District and non-profit organizations to promote public awareness on air quality issues and consistency in air quality impacts analyses.

Action SAF-4.3A

Distribute educational materials from the San Joaquin Valley Air Pollution Control District on the City's website and at its Permit Center.

Action SAF-4.3B

Coordinate review of development project applications with the San Joaquin Valley Air Pollution Control District to ensure that air quality impacts are consistently identified and mitigated during CEQA review.

Policy SAF-4.4

Help the public prepare for and avoid the negative impacts of poor air quality events.

Action SAF-4.4A

Develop and implement a plan to provide convenient, equitable, accessible clean indoor refuges during times when outdoor air quality is deemed unhealthy.

Action SAF-4.4B

Work with local employers, service agencies, and health providers to distribute N95 masks during poor air quality events.

Action SAF-4.4C

Work with residents, community service providers, and employers to improve residential and commercial indoor ventilation systems, including identifying funding assistance for low-income households to purchase air purifiers, air conditioners, fans, or similar devices.

POLICY SAF-4.5

Reduce community GHG emissions.

Action SAF-4.5A

Maintain, implement, and regularly update the City of Stockton Climate Action Plan (CAP) and update the CAP to include the following:

- Updated communitywide GHG emissions inventory;
- 2030 and 2045 GHG emissions reduction targets, consistent with SB 32 and AB 1279;
- Estimated 2030 and 2045 GHG emissions reduction benefits of State programs;
- New and/or revised GHG reduction strategies that, when quantified, achieve the 2030 and 2045 reduction targets and continue emission reductions beyond 2045; and
- New or updated implementation plan for the CAP.

POLICY SAF-4.6

Expand opportunities for recycling, re-use of materials, and waste reduction.

Action SAF-4.6A

Use recycled materials and products for City projects and operations where economically feasible, and work with recycling contractors to encourage businesses to use recycled products in their manufacturing processes and encourage consumers to purchase recycled products.

Action SAF-4.6B

Continue to require recycling in private and public operations, including construction/ demolition debris.

Action SAF-4.6C

Expand educational and outreach efforts to promote recycling by occupants of multi-family housing, businesses, and schools.

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DRAFT

**RESOLUTION RECOMMENDING CITY COUNCIL
APPROVAL OF A GENERAL PLAN AMENDMENT:**

**Adopting the 2023-2031 Housing Element and
Changes to the Safety Element**

*City Council Meeting
July 9, 2024
Item 16.1*

Housing Element-Background

- One of the eight mandated elements of the General Plan
- Must be updated every eight (8) years (“cycles”)
- Adoption Deadline: December 31, 2023
 - ✓ *5th Cycle Planning Period:*
December 31, 2015 – December 31, 2023
 - ✓ *6th Cycle Planning Period:*
December 31, 2023 – December 31, 2031
- Plan for accommodating the jurisdiction’s “fair share” of the regional housing need (“RHNA”)
- Many new laws impact this cycle, requiring new content
 - ✓ *Particularly AB 686: Affirmatively Furthering Fair Housing (AFFH)*

Housing Element - Land Inventory

Income Group	RHNA	Entitled Projects	Vacant Sites	Proj. ADUs	Total Capacity	Surplus
Lower Income (<80% AMI)	4,013	596	4,577	108	5,281	1,268
Moderate Income (81-120% of AMI)	2,572	353	2,932	54	3,339	767
Above Moderate Income (>120% of AMI)	6,088	13,643	718	18	14,379	8,291
TOTAL	12,673	14,592	8,227	180	22,999	10,326

Housing Element- Land Inventory

General Property Details

Address	647 N UNION ST STOCKTON CA 95205
Assessor Parcel Number (APN)	15108037
General Plan Land Use Designation	Commercial
Zoning	CN

Priority Sites



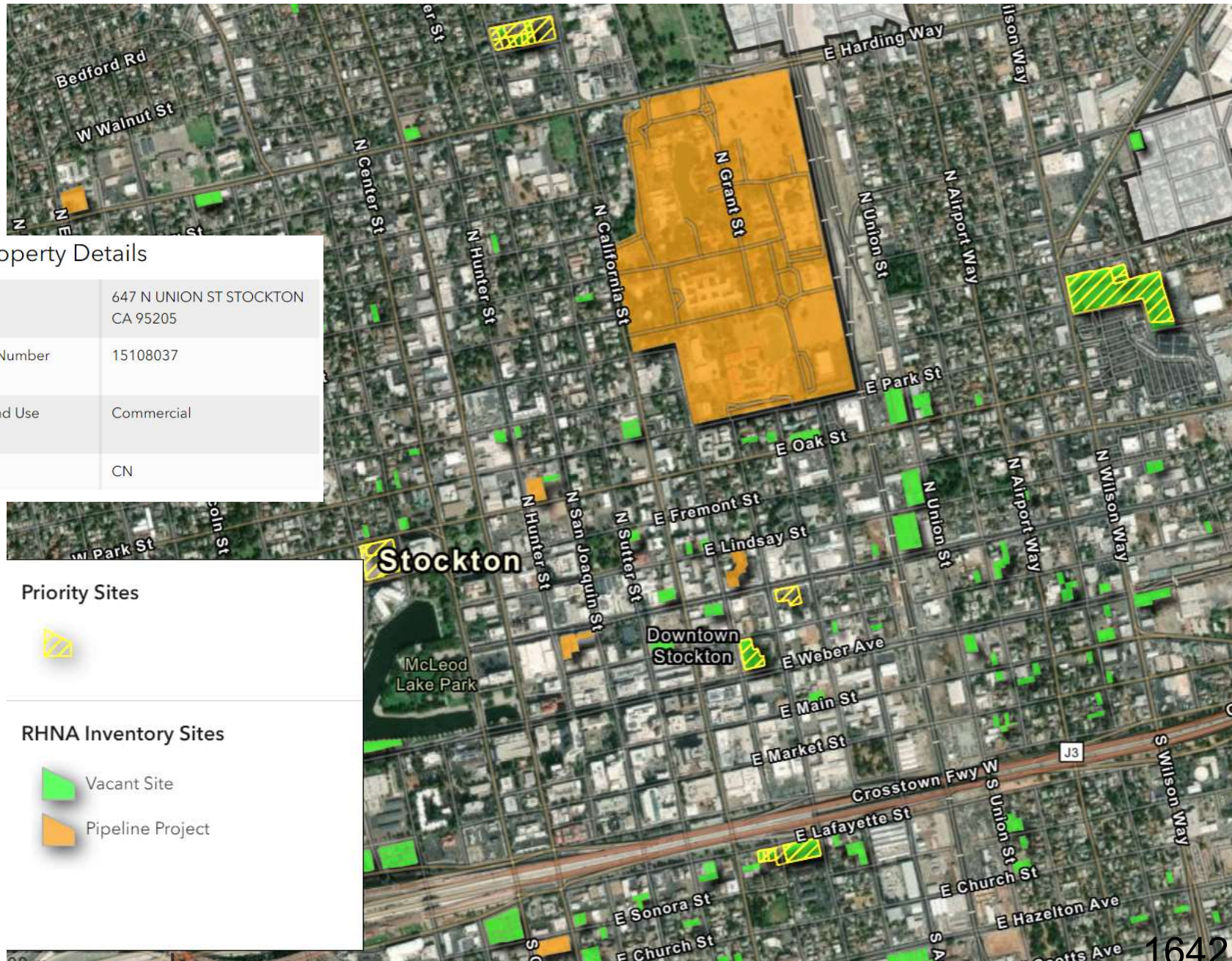
RHNA Inventory Sites



Vacant Site



Pipeline Project



Outreach/Meetings

2022

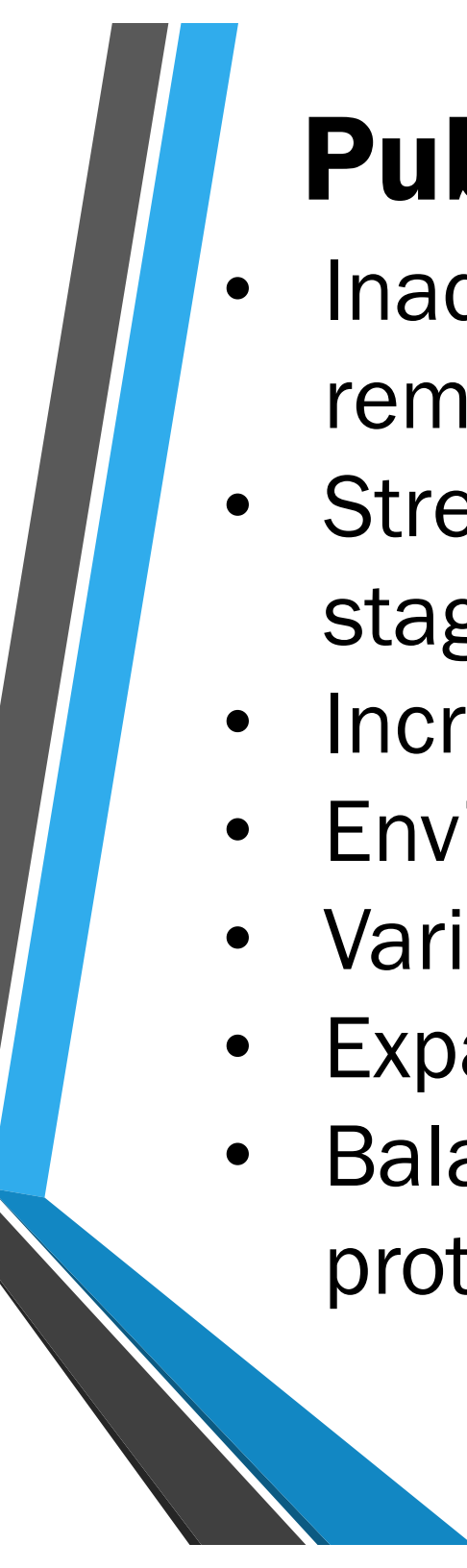
- 9/14/22: Land Inventory Public Workshop #1
- 10/19/22: Housing Element/Housing Action Plan Kick-Off Meeting

2023

- 2/28/23: Land Inventory Public Workshop #2
- 4/10/23: Housing Element Public Workshop #2
- 4/27/23: Planning Commission Housing Element Study Session
- June 2023 to April 2024- Public Draft Reviews (5)

2024

- 6/13/24: Planning Commission Housing and Safety Element Recommendation to Council

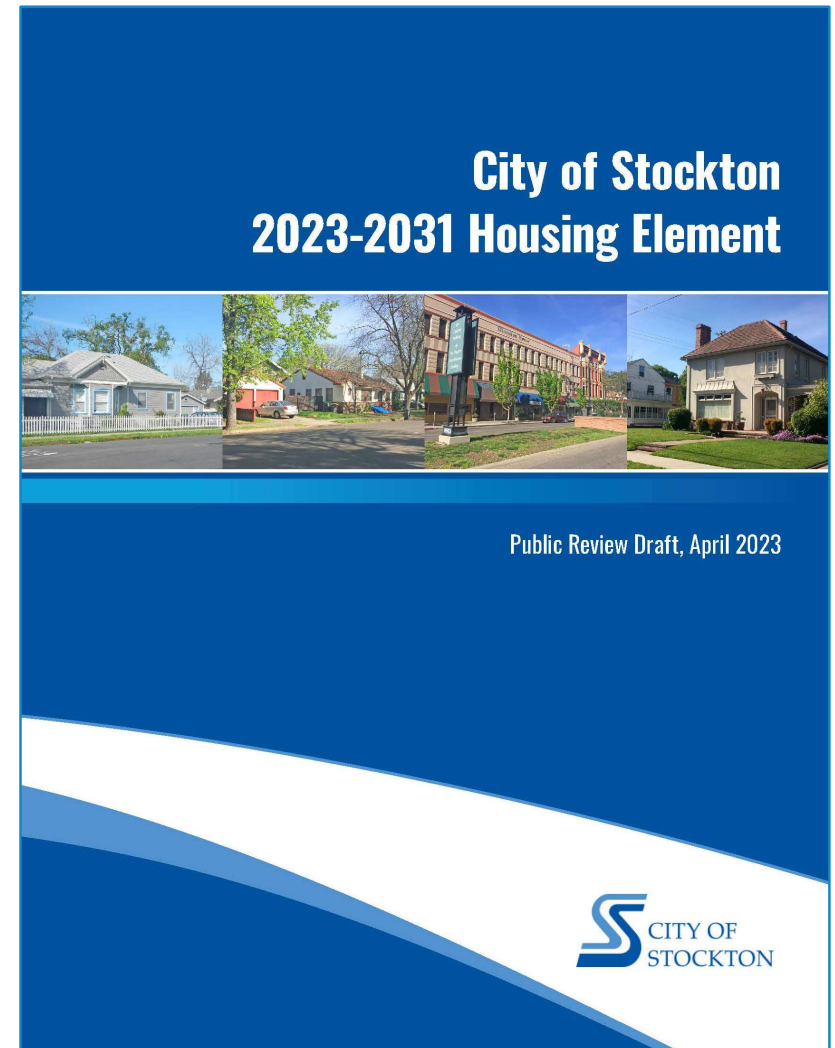


Public Feedback Received

- Inadequate Infrastructure and need for remediation
- Streamline reviews, costs, and developer stagnancy
- Increased construction and purchase costs
- Environmental justice and equity
- Variety of housing types and income ranges
- Expand housing services and resources
- Balancing growth with displacement protections

Housing Element - Contents

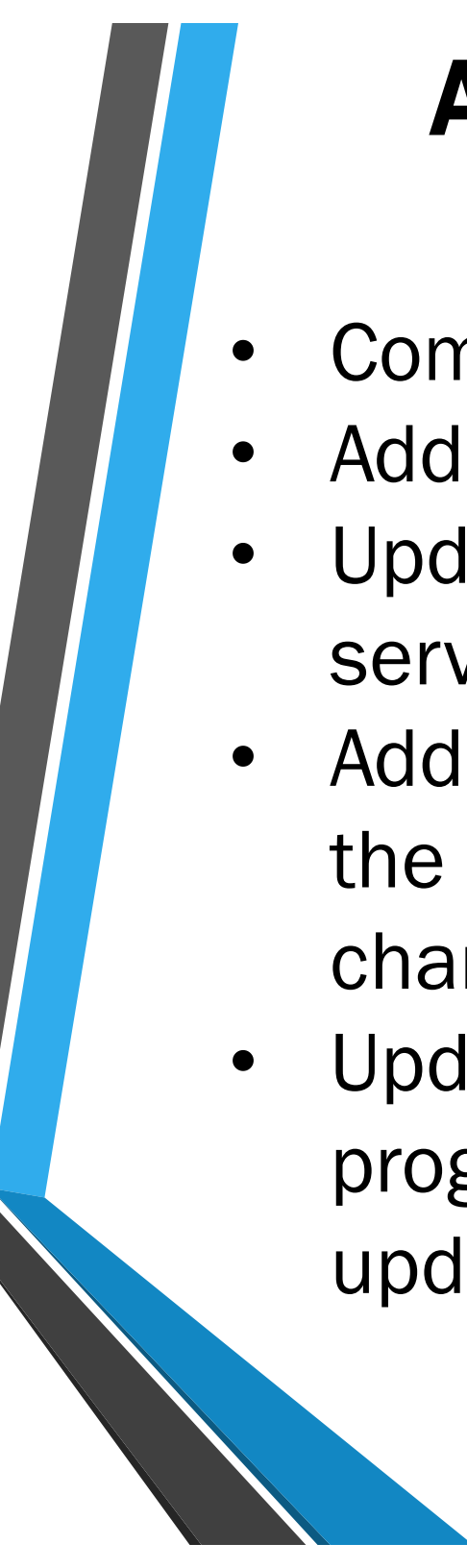
- Policy Document
- Introduction
- Housing Needs Assessment
- Assessment of Affirmatively Furthering Fair Housing (AFFH)
- Housing Sites Inventory
- Housing Programs and Financial Resources
- Potential Housing Constraints
- Evaluation of Previous Housing Element Programs
- Appendix A: Sites List and Maps
- Appendix B: Public Outreach Summary



Housing Element - Policy

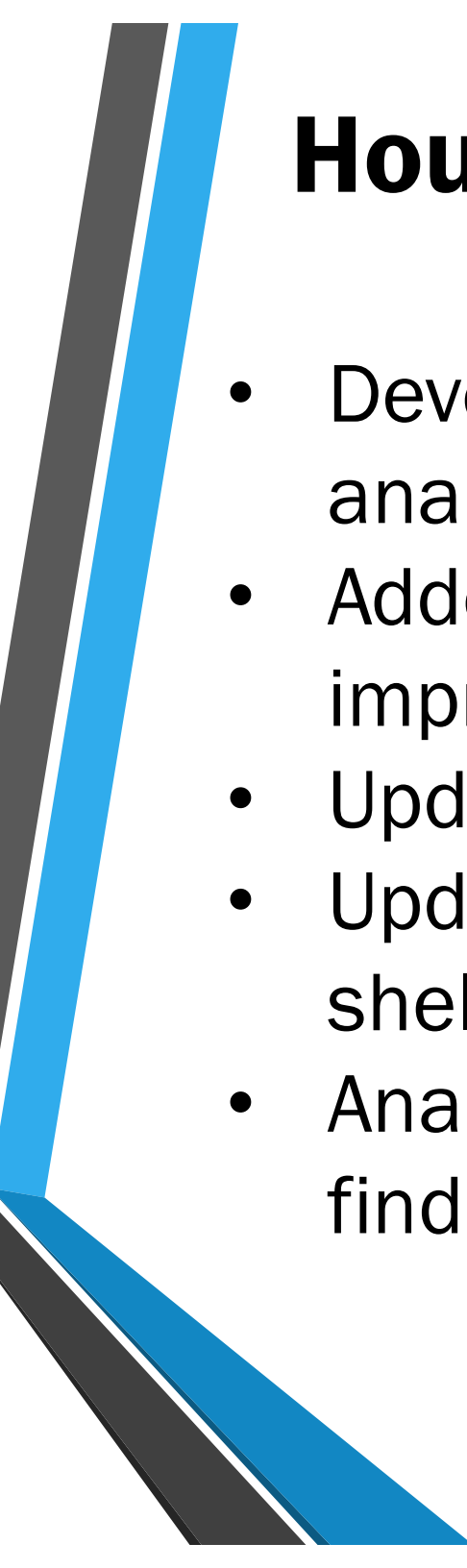
Policies and Programs for:

- Maintaining land inventory and marketing sites
- AFFH housing sites and supportive services
- Program timeframes and quantified objectives
- Programs targeting non-residential land development, large and small sites, and government-owned properties
- Equitable Housing and Resources
- Align policies with current homeless actions
- Commitment to the Action Plans and Zoning Updates
- Explore best practices for various topics (rent stabilization, just-cause evictions, rental practices)



Affirmatively Furthering Fair Housing (AFFH)

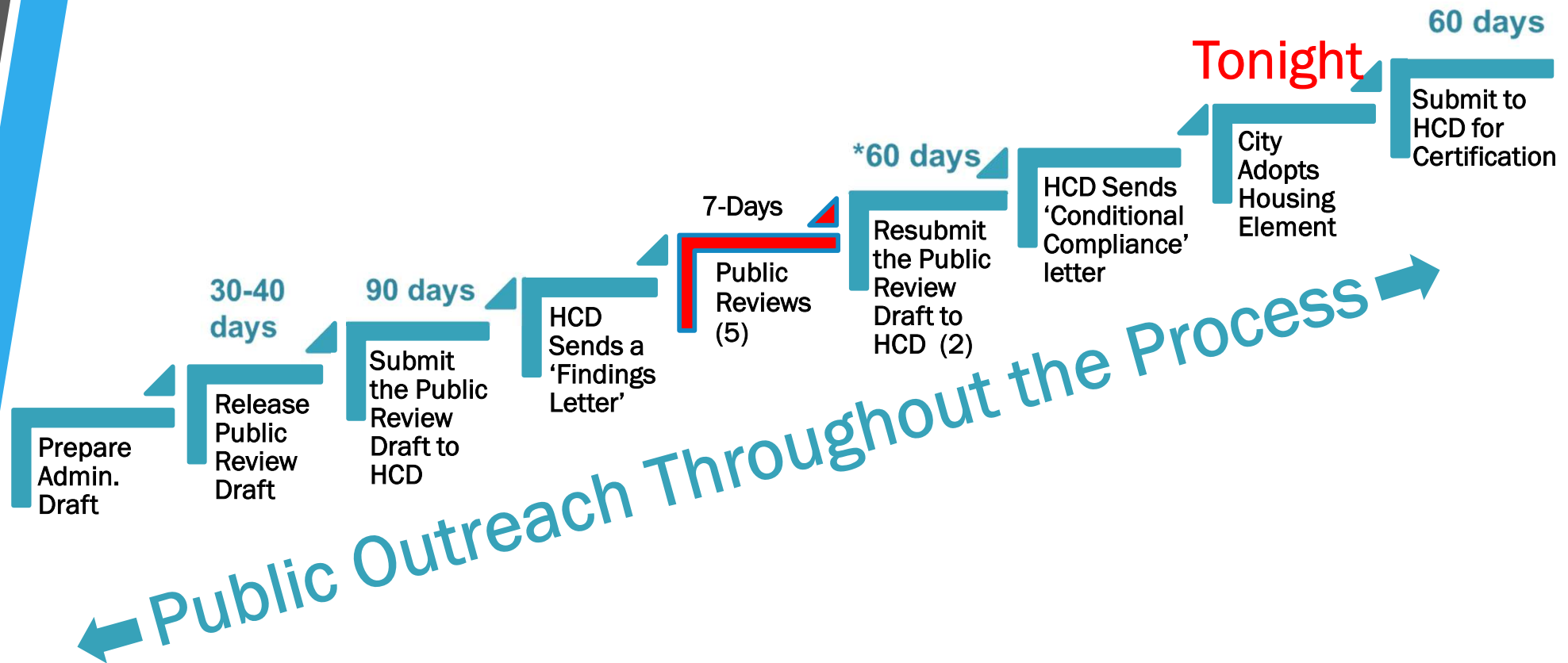
- Completed regional analysis
- Added potential AFFH housing sites
- Updated information about support services, resources, and education facilities
- Added information about trends related to the unhoused in the city and demographic changes
- Updated contributing factors table as programs in the policy document were updated



Housing Element – Constraints

- Development standards and process analysis
- Added information regarding on-/off-site improvement requirements
- Updated fee information
- Updated analysis regarding emergency shelter zoning
- Analysis reflected internal process audit findings (Dev Stat Team)

Housing Element Certification Process



** Repeat this step until conditional certification from HCD is achieved*



Housing Element- Monitoring

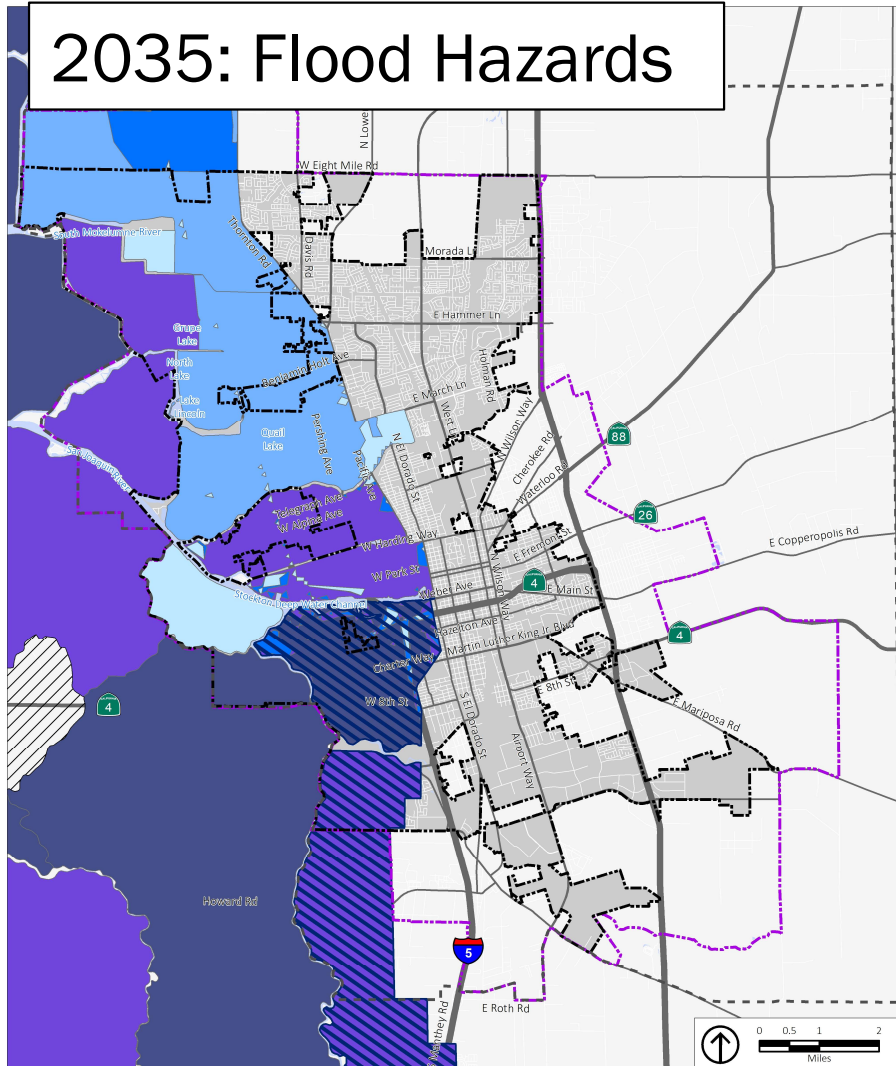
- Implementation relies on Action Plans and Development Code Update
- Annual Reports are required each April
- Housing Element Certification to include HCD preference on priority programs for implementation

Safety Element Update

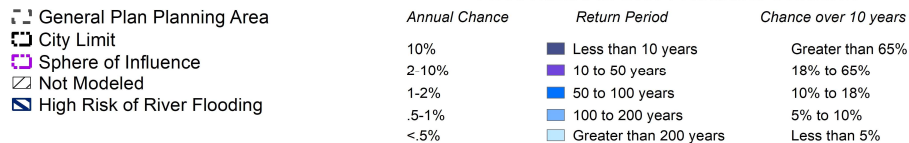
- Required with the Housing Element
- Does not require State approval
- Added details on public safety issues, community warning systems, flooding, extreme heat, and drought
- Revised policies to reflect current community issues, updated science, and State requirements
- Updated evacuation and hazard maps

Safety Element- Map Updates

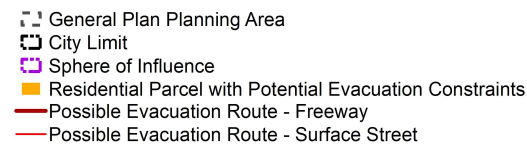
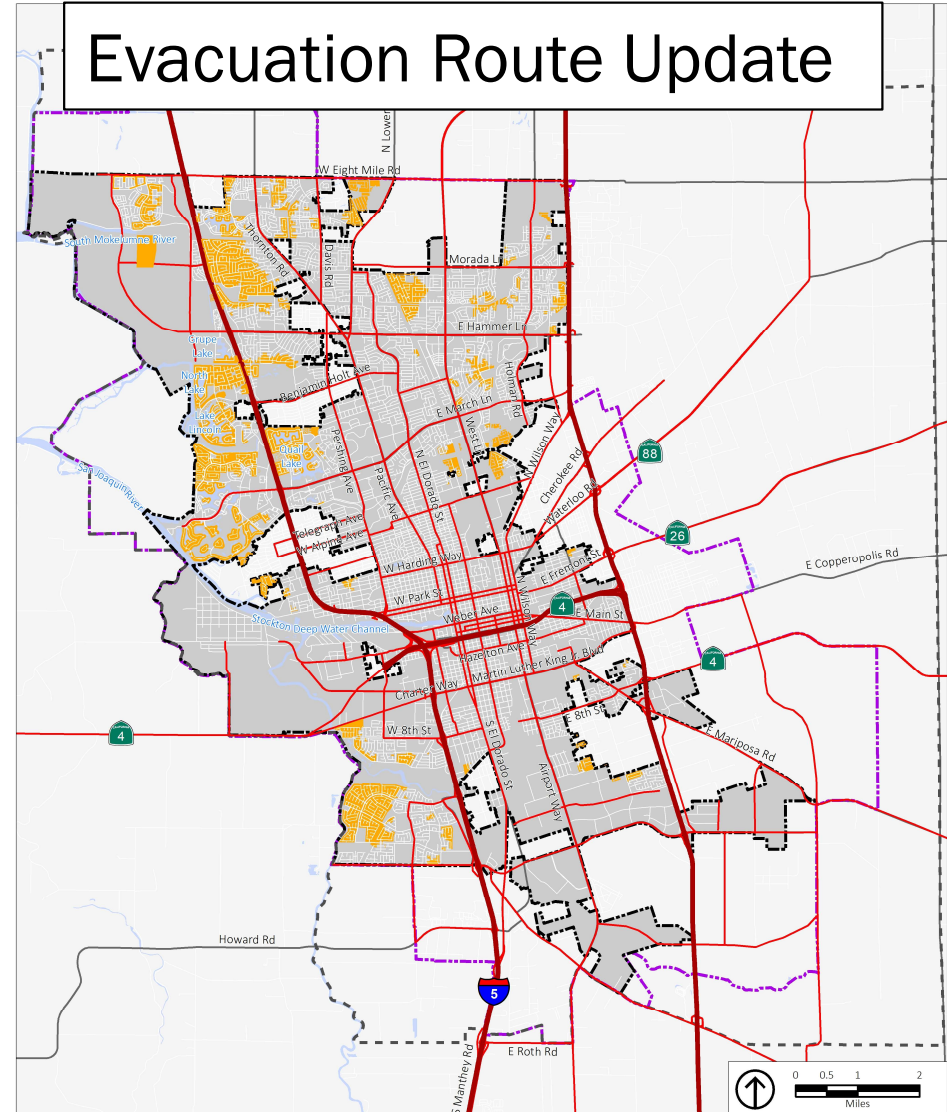
2035: Flood Hazards



Flood Hazard for 2085 Probabilistic Conditions



Evacuation Route Update



Conclusion

- Required by State Law
- Certification needed to receive funding
- Preempts litigation
- Internally consistent with all existing and proposed policies and efforts
- Ongoing monitoring of implementation
- No environmental impact (consistent with the General Plan)
- Planning Commission recommends approval
- HCD has indicated compliance

Recommendation

Staff Recommends that the City Council adopt a Resolution:

- 1) Finding no further environmental review is required per CEQA Section 15183 (Consistency with General Plan and Community Plan); and
- 2) Adopt the 2023-2031 Housing Element with associated changes to the Safety Element Update



City of Stockton

Legislation Text

File #: 24-0486, Version: 1

ADOPTION OF AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE, SECTION 16.80.390 RELATED TO INDUSTRIAL WAREHOUSE STANDARDS

RECOMMENDATION

It is recommended that the City Council:

1. Find the proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan); and
2. Adopt an Ordinance Amending Title 16 (Development Code) of the Stockton Municipal Code (SMC), Chapter 16.80 Standards for Specific Land Uses, Section 16.80.390 Industrial Warehouse Standards, to include certain modifications.

Summary

On December 12, 2023, the Stockton City Council considered and adopted a new industrial warehouse ordinance to establish development standards, in compliance with separate settlement agreements between the City and the State Attorney General's Office (AG) and Sierra Club. As a part of Council's approval, staff was directed to evaluate and determine the feasibility of additional modifications related to size and applicability and additional requested changes from Stockton Environmental Justice advocates. Staff was to return to Council with a subsequent potential amendment to the industrial warehouse ordinance, following additional public outreach, and Planning Commission review and recommendation for Council's consideration no later than the first Council meeting in July 2024.

The requested modifications to development standards include consideration of:

1. Increasing the minimum applicable 100,000 square foot warehouse size to 400,000 square foot and greater.
2. Applicability of warehouse standards on future development projects that include annexation versus projects developing within the existing City Limits.
3. Adjustments to minimum setback standards when adjacent to sensitive receptors.
4. Clarification of qualified installers for solar systems.
5. Adjustments to electric truck charging infrastructure requirements.
6. Adjustments to electric automobile charging infrastructure requirements.

Early this year, staff-initiated exploration of the six requested modifications summarized above. This entailed conducting research, gathering information on industry standards, meeting with

stakeholders, conducting public outreach, and hosting a public workshop on March 6, 2024, to solicit public feedback. On March 28, 2024, during the regularly scheduled Planning Commission meeting, a public informational work session was held where the Planning Commission, City staff, interested stakeholders, and general public discussed and worked through the six potential modifications. At the conclusion, staff received direction from the Planning Commission, based on their consensus, for preparing an amendment.

On May 9th, the Planning Commission held a public hearing to consider an amendment to the Industrial Warehouse Ordinance. The Planning Commission unanimously approved (6-0 vote) a recommendation to City Council to amend the Title 16 Ordinance via modifications to four of the six industrial warehouse development standards that were under consideration.

DISCUSSION

Background

On December 12, 2023, the City Council adopted the Option C Ordinance (Attachment A - Approved Ordinance 2023-12-12-1602) that became effective on January 11, 2024. Based on public comments received during the public hearing, Council directed staff to explore potential modifications to six development standards that may require amending the newly adopted ordinance (Attachment B - Public Comments). Council's direction to staff was to perform additional public outreach and prepare feasibility analysis on the six modifications under consideration and return back to Council with a proposed amendment no later than the first council meeting in July 2024.

Early this year, staff initiated the preparation of potential modifications to the adopted industrial warehouse ordinance. This entailed conducting research, gathering information on available industry standards, seeking public input, and meeting with interested stakeholders. In addition to required noticing, E-mail notices were sent to all residents and stakeholders that have shown interest in the amendment in advance of the public workshop and informational work session.

On March 6, 2024, the City hosted a public workshop on the requested modifications to the recently adopted Warehouse Ordinance at the Robert J. Cabral Agricultural Center from 5 p.m. to 7 p.m. At the request of a stakeholder, staff provided 250 copies of the meeting flyer written in both English and Spanish for stakeholder distribution to encourage participation in advance of the meeting. The workshop was attended by 30 members of the public, and approximately 20 attending virtually via Teams. At the meeting, staff described the six requested modifications and responded to comments and questions raised by all attendees. Attachment C includes the workshop presentation that provides an overview of the six modifications and considerations for evaluation along with meeting notes and comments received.

On March 28, 2024, a Planning Commission informational work session was held to obtain feedback from the Planning Commission, interested stakeholders, and general public regarding the requested modifications to the existing ordinance. Staff presented the six requested modifications and public comments were received, most notably related to the required setback area, warehouse size applicability, and ordinance applicability. At the conclusion of the session, the consensus of the Commission was for staff to prepare an Ordinance including four of the six modifications for their consideration at an upcoming meeting.

Present Situation

On May 9, 2024, the Planning Commission held a public hearing to consider the proposed ordinance amendment. Three individuals made in-person comments and two written comments were received. Following, the Planning Commission approved a resolution recommending the City Council approve four changes to the existing logistic warehouse ordinance, which are summarized below and reflected in Attachment D - Redline/Strikeout Ordinance.

- Increase Ordinance applicability of warehouse size from 100,000 to 400,000 square feet.
- Ordinance shall not apply to any new warehouse building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.
- Clarify site design elements that may be included within the minimum 300-foot setback area.
- Addition of light-heavy duty (LHD) and medium-heavy duty (MHD) trucks to installation requirements for future electric charging stations.

STAFF ANALYSIS

Based on the proposed Ordinance recommended by the Planning Commission, staff provides the following analysis for Council's consideration:

Development Code Amendment

In accordance with the Findings of Fact (SMC 16.116.050.B) the proposed ordinance amendment complies with the City's mandatory findings for approval. This includes compliance with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects and encourage orderly growth within the City's areas designated for industrial use. Also, the proposed ordinance amendment is internally consistent with all policy and supportive regulatory documents and will not be detrimental to the public interest, health, safety, convenience, or welfare, and will not result in a physical change in the environment. This includes the following policies:

- Policy TR-3.2 Requires new development and transportation projects to reduce travel demand and greenhouse gas emission, support electric vehicle charging, and accommodate multi-passenger autonomous vehicle travel as much as feasible.
- Policy SAF-4.1 Reduces air impacts from mobile and stationary sources of air pollution.
- Policy CH-2.3 Focuses on reducing the unique compounded environmental impacts and risks in disadvantaged communities.
- Policy SAF-2.5 Protects the community from health hazards and annoyance associated with excessive levels.

A feasibility analysis was conducted for the proposed amendments using the same methodology as the one used for the original Industrial Warehouse Ordinance adoption. The feasibility analysis was prepared by the City with the assistance of an outside consultant, PlaceWorks, who was independently hired by the City. The analysis considered all six modifications and concluded that many of the proposed changes are already required by California building codes or current City regulations, such as solar installation and EV parking for trucks and automobiles. The restriction of site design elements and uses in the required 300-foot setback area is expected to increase costs

significantly for applicants and could affect smaller facilities that have limited space for internal truck movement within 300 feet of the project site. However, proposed modifications for annexation and size applicability are expected to reduce potential cost increases for the development community as current projects and smaller facilities (less than 400,000 square feet) would not be subject to the objective warehouse standards. See Attachment E - Feasibility Analysis.

Environmental Analysis

The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption ("Common Sense Exception")

CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not significantly impact the environment. The Zoning Code amendments would amend the City's zoning standards to add enhanced development standards for logistic warehouse construction and operation. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption

The General Plan Environmental Impact Report (GP EIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City's zoning standards to add enhanced development standards for logistic warehouse construction and operation. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for consistency with Federal, State, General Plan, zoning, and developmental laws and standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GP EIR. Therefore, no additional environmental review is required per CEQA Guidelines Section 15183 (Consistency with General Plan or Community Plan).

Public Notice

Notice for the City Council public hearing for this request was published in *The Record* on June 28, 2024. An e-mail notice was sent to all residents and stakeholders that have shown interest in the amendment at least ten days before the hearing. As of the publication of this report, no written comments have been received.

FINANCIAL SUMMARY

The requested action to amend the Stockton Municipal Code Title 16 (Development Code) will have no immediate financial impact.

Attachment A - Approved Ordinance 2023-12-12-1602

Attachment B - Public Comments

Attachment C - Workshop Materials (March 6, 2024)

Attachment D - Proposed Ordinance (Redline/Strikeout)

Attachment E - Ordinance Feasibility Analysis

Attachment F - Approved Planning Commission Resolution

ORDINANCE NO. 2023-12-12-1602

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE TO ESTABLISH NEW INDUSTRIAL WAREHOUSE DEVELOPMENT STANDARDS.

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

SECTION I: FINDINGS AND INTENT

The City Council is authorized by section 16.212.030 of the Stockton Municipal Code (SMC) to adopt amendments to Title 16 (Development Code) based on the Mandatory Findings of Fact for Development Code Amendments per SMC 16.116.050.

1. **Finding #1:** The proposed amendment ensures and maintains 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.

Evidence: The proposed amendments to Title 16 are needed for consistency with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents.

2. **Finding #2:** The proposed amendment will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

Evidence: The purpose of the proposed amendments is to comply with the General Plan policies to proactively mitigate potential impacts. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

3. **Finding #3:** The proposed amendment complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

Evidence: The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption (General Rule "Common Sense")

CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not significantly impact the environment. The zoning code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption

The General Plan Environmental Impact Report (GPEIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GPEIR. Therefore, no additional environmental review is required per CEQA Guidelines section 15183 (Consistency with General Plan or Community Plan).

4. **Finding #4 (Development Code Amendments):** The proposed amendment would be internally consistent with other applicable provisions of this Development Code.

Evidence: The proposed amendments are needed to implement General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

SECTION II: AMENDMENT OF CODE

Title 16, Chapter 16.80 (Standards for Specific Land Uses) of the Stockton Municipal Code (SMC) is amended to add a new Section 16.80.390 (Logistics Warehouses) to read, as follows:

16.80.390 Industrial Warehouse Standards

This section establishes standards for logistics warehouses in zoning districts where they are allowed in compliance with the provisions of Division 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

A. Applicability. The standards will apply to the following applications:

1. These standards shall apply to logistics warehouses 100,000 square feet in size or greater. Logistics Warehouses are considered facilities used for the storage of farm products, furniture, household goods, or other commercial goods for distribution to wholesalers and/or retailers, including cold storage.

B. Development Standards.

1. Site Plan Design. The following standards shall apply to all entitlement reviews (site plan), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. Unless determined to be physically impossible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300- feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. The building and auto parking can be located within the 300-foot distance. A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in home daycare, health facilities (hospitals, long term care facilities, retirement, and nursing homes) or more than two directly contiguous residential units.
 - b. A 20-foot landscaped planter (buffer) shall be installed along the property line adjacent to a sensitive receptor.
 - c. The buffer shall be landscaped and not be less than 50 percent of the total buffer size with two rows of 15-gallon trees planted along the length of the property line adjacent to the sensitive receptor.
 - d. The buffer landscape can include areas to be used for bioswales, retention/detention areas and/or other stormwater and water quality management areas in compliance with SMC Section 16.56 (Landscaping).
 - e. The buffer area shall include a minimum 10-foot solid decorative wall(s), or landscaped berm and wall, or landscaped berm adjacent to sensitive receptors unless a noise analysis indicates an alternative height is needed for sound attenuation.

- f. All on and off-site landscaping shall comply with SMC Chapter 16.56 (Landscaping).
- g. All landscaping shall be drought tolerant and, to the extent feasible, comprised of species with low biogenic emissions. Palm trees shall not be utilized.
- h. All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth with no undue pruning.
- i. Tree maintenance shall comply with SMC Section 16.56 as a certified Landscape Architect must prepare the Preliminary and Final Landscape plan and certify the planting is water efficient at the time of construction permit approval.
- j. Trees shall be installed in automobile parking areas to provide at least 35% shade cover of passenger vehicular parking areas within fifteen years. Trees shall be planted that can meet this requirement. The 35% shade created by trees amount can be substituted for solar canopy upon approval by the Director.
- k. To facilitate the installation of future electric vehicle charging stations for heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future HHD truck charging stations and the subject developer shall install conduit from the power source to the identified area.
- l. Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility.
- m. All truck turning movements at entrances, exits, and street intersections shall be located on local industrial, collector or arterial streets and all vehicle entries shall be designed to prevent truck access to local and back-up residential collector streets.
- n. All trucks and commercial vehicles serving the facility shall occur in compliance with the City of Stockton Truck Traffic Route Map in SMC 10.08.030 and Surface Transportation Assistance Act (STAA) Truck Route Map.
- o. Off-street loading shall comply with Section 16.64.110 Off-street loading space standards and Section 16.36.30 to ensure driveway access and onsite circulation are designed and maintained to increase public safety and reduce congestion on public streets.
- p. Signs shall be posted inside and outside of the building and facility indicating all off-site parking is prohibited for adjacent street that do not permit parking.
- q. All truck driveway exits shall include signs directing truck drivers to the truck routes identified in the City of Stockton Truck Traffic Route Map and State Highway System designations.
- r. Upon commencement of operations, the tenant/operator of the facility shall be required to restrict truck idling on site to a

maximum of three (3) minutes, subject to exceptions defined by CARB's commercial vehicle idling requirements.

2. Building Design. The following standards shall apply to all entitlement reviews (design review), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. All qualifying facilities shall be constructed using "cool roof" materials with an aged reflectance and thermal emittance values that are equal to or greater than those specified in the current edition of the California (CAL) Green Building Tier 1 Standards.
 - b. Architectural and industrial coatings (e.g. paints) applied on the qualifying facility(ies) shall be consistent with the Volatile Organic Compound (VOC) content limits set by the San Joaquin Valley Air Pollution Control District (SJVAPCD) or the current edition of the California Green Building Standards Code (CALGreen), whichever is most restrictive. Developer or tenant is not required to exercise control over materials painted offsite.
 - c. Qualifying facilities shall be constructed in compliance with the most current edition of all adopted City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer of the qualifying facility(ies) shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built.
 - d. Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements.
 - e. The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program.
 - f. Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins

for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen code. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks.

- g. The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index of not less than 78.
 - h. Electrical Room Sizing. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
 - i. Warehouse Dock Seal Doors. Exterior loading dock doors that are adjacent to conditioned or indirectly conditioned spaces shall have dock seals or dock shelters installed at the time of permitting.
 - j. Onsite Equipment Infrastructure. Project should provide infrastructure to support charging of electric power onsite equipment.
 - k. Demonstration of compliance with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510 (Indirect Source Review) is required prior to obtaining any building permit for a qualifying facility.
 - l. Tenant/Operator of the qualifying facility(ies) shall enroll in the United States Environmental Protection Agency's SmartWay Program. Proof of enrollment shall be given to the Community Development Department prior to issuance of a Certificate of Occupancy of a Building Permit for the facility.
3. Construction Permit Approval. The following standards shall apply to all construction related activity associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
- a. Qualifying facilities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements prior to beginning construction.
 - b. All off-road construction equipment, with a power rating of less than 19 kilowatts (e.g., plate compactors, pressure washers, shall be electric-powered.

- c. Subject to all other idling restrictions, off-road diesel-powered construction equipment shall not be left in the "on position" for more than 10 hours per day.
- d. Temporary electrical hookups to all construction yards and associated work areas shall be required.
- e. Temporary signage shall be posted in public view throughout the construction site indicating truck idling lasting more than five (5) minutes is prohibited. The signs shall include contact information for the facility operator or designee responsible for receiving complaints (i.e. excessive dust, fumes, odors) for the site, and contact information for the San Joaquin Valley Air Pollution Control District's on-line complaint system and its complaint call-line for those interested in filing a complaint. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.
- f. The construction contractor(s) shall maintain on the construction site an inventory of construction equipment, maintenance records, and datasheets, including design specifications and emission control tier classifications.
- g. The facilities shall require the construction contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.
- h. The facilities shall require the construction contractor to provide transit and ridesharing information for construction workers.

C. On-Going Operations: The following standards shall be implemented during all on-going business.

- 1. All forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers and warehoused goods, as well as landscaping maintenance equipment used on the site, shall be electrically powered or zero-emission unless new technology is determined to be commercially unavailable.
- 2. Where transport by temperature-controlled trucks or trailers is proposed, on-site electrical hookups shall be provided at loading docks. Idling or use of auxiliary truck engine power to power climate-control equipment shall be prohibited.
- 3. Employers shall provide employees with transit route and schedule information on systems serving the facility area and coordinate ridesharing amongst employees.
- 4. Employers shall provide on-site locations for food or catering truck service and cooperate with food service providers to accommodate food service to operations employees.
- 5. All outdoor areas allowing smoking shall be located at least 25 feet from the nearest property line.

6. All trucks, supportive vehicles and equipment shall be kept onsite in all loading, storage, and parking areas, and kept behind locked gates during nonbusiness hours.
7. Truck queuing, idling, or circling of vehicles, on public streets adjacent to the facility is prohibited.
8. Periodic yard and parking area sweeping shall be provided to minimize dust generation.
9. Diesel Generators are prohibited, except in emergency situations and during construction when establishing the facility's new electrical service connection. In those temporary cases, all generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

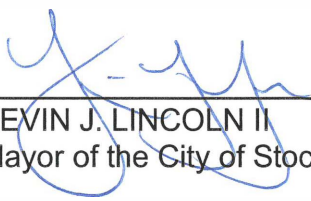
ADOPTED: December 12, 2023

EFFECTIVE: January 11, 2024

ATTEST:



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



KEVIN J. LINCOLN II
Mayor of the City of Stockton



November 17, 2023

Dear Mayor and City of Stockton Council Members,

The Greater Stockton Chamber of Commerce has thoroughly reviewed all documentation provided to the Planning Commission on this measure, and we are opposed to the adoption of the proposed "Warehouse Ordinance" to the Stockton Municipal Code, Title 16 (Development Code). The Chamber strongly encourages the City Council to reject the proposed addition. There are several aspects of all three options considered by the Planning Commission, including "Option C" which has been recommended to Council for adoption. Impacts of this ordinance to the business community will be significant. There are also concerns surrounding the impetus for this effort, and the questionable level of influence the State Attorney General's office and one special interest group, seems to have had during this process.

Specific Concerns with Proposed Code Language

There are several areas causing significant concern and needing further clarity within the draft code update, specifically:

1. Define "Logistical Warehouse": What distinguishes a logistical warehouse from other types of warehouses, and what are the other categories of warehouses?
2. New Construction Only? Are these provisions applicable only to new ground-up construction? Does this include additions? The Chamber recommends clarity be added to the code language regarding these categories.
3. Definition of "Future Project": What is the exact definition of "Future Project"? Is a future bathroom remodel considered a "future project"?
4. Applicability to Projects 100,000 SF or Greater: This size range is often demised into smaller warehouses that are utilized by smaller businesses. The cost to build these projects will drive up the lease rates for smaller warehouse space, having a major impact on small businesses that lease warehouse space in the 10,000-50,000 SF range, because these spaces are usually contained housed within warehouses in the 100,000 – 200,000 SF size range.
5. Feasibility of Solar Requirements: Has a feasibility study been conducted to verify that the electrical infrastructure, "the grid", is capable of handling an influx of solar projects on this magnitude? Has PG&E confirmed that their infrastructure is capable of handling the potential impacts within a reasonable amount of time?
6. Appropriateness of inclusions in "On-Going Operations": Several of the provisions with the On-Going Operations section are completely inappropriate for





inclusion in a land development code section, and further are entirely impractical and unenforceable. For example, how is the City to monitor and enforce the requirement of all electric equipment in Section 1? How is it appropriate to require employers to provide transit route and schedule information and coordinate ridesharing among employees? Further, how is the City to practically monitor and enforce this provision in the first place?

7. **Timeline for Ordinance Effective Date:** As written, the ordinance is to go into effect 30 days after adoption. Are currently entitled projects excluded from these new requirements? What stage does a project need to be at to be excluded, i.e., received entitlement from Planning, had approved Improvement Plans, had a Building Permit issued? As written, there is significant ambiguity as to what point a project must have reached at the time of this ordinance going into effect in order to be excluded from these requirements. The Chamber recommends clarity be added with respect to what level of approval a project has reached in order to be excluded from this. The Chamber also suggests that a 12-month timeline for the ordinance going into effect from the time of adoption, should the Council adopt, such that projects already in motion may reach the point to be grandfathered.

Impacts to Stockton

Has there been a detailed economic analysis of what these provisions will do to the cost of a project? Should this ordinance be adopted, Stockton will be at a significant disadvantage for attracting new businesses and the economic development opportunities surrounding that, compared to other area jurisdictions. The proposed measures will create significant economic impacts to potential projects, but only within Stockton. Preliminary feedback from major industrial developers operating in Stockton indicate that if this ordinance is adopted, they will simply pursue projects within other jurisdictions, effectively halting industrial development in Stockton for the foreseeable future and potentially leaving more vacant warehouse space across our city.

Concerns Regarding Transparency, Process, and the Impetus of this Effort

The MOU from a specific project (the Mariposa project) obligated the City to bring a warehouse ordinance to the Council for consideration. **The Council is under no obligation whatsoever to adopt this, or any version of a warehouse ordinance.** By having this code adoption *considered* by Council, the City will have met its obligation under the MOU.

It is the prerogative of the City Council to set priorities for the City and it's professional staff. Based on review of the MOU and the other included project documentation, it appears that this effort is being significantly and inappropriately



influenced by the State's Attorney General Office, and a special interest group. The effort has taken valuable and limited staff time and energy on a non-Stockton priority, causing a significant delay to Stockton's comprehensive Development Code update project, and undoubtedly, many other priority efforts to the City.

The Stockton Chamber is concerned over what we perceive to be an overreach of the State Attorney General, and a special interest group, driving the legislative priorities for Stockton. Building and environmental codes are set at the State level, and there is an established process which occurs every three years to update these types of provisions for the entire state.

Recommendations

The Greater Stockton Chamber of Commerce encourages the Stockton City Council to reject this proposed addition to the Development Code outright. We also request additional information and transparency regarding the Attorney General and Sierra Club's involvement in the prioritization of this effort, and in the drafting of the specifics of each of the options presented to the Planning Commission.

If the Council believes any of the specific aspects presented are in the best interests of the City, its residents, and its businesses, we recommend the Council direct staff to conduct further research where appropriate, with full transparency to the general public and include those provisions within the upcoming comprehensive Development Code update. We request a detailed economic analysis accompany any provision included to ensure that prior to Council adoption there is a full evaluation as to that provisions likely impacts to Stockton businesses.

Lastly, we recommend that all non-development related aspects the Council wishes to pursue be created through a separate program that contains practical and implementable language. An example of this type of aspect includes ideas such as employers required to coordinate employee ridesharing, requirements to sell 51% of solar-produced power to low-income residents, etc.

Sincerely,

Timm Quinn
CEO

Greater Stockton Chamber of Commerce
(209) 292-8423
tquinn@stocktonchamber.org

Holman Investors, LLC

3400 E. Eight Mile Road, Stockton, CA 95212
(209) 931-9740

December 5, 2023

Re: City Council Agenda Item 16.1

Stockton City Council,

1. The Memorandum of Agreement between the City of Stockton and the California Attorney General and the Settlement Agreement between the Sierra Club, Greenlaw Development, and the City of Stockton (collectively the "Settlement Agreements") do not require the City Council to adopt the Logistic Warehouse Standards Ordinance ("Ordinance"). The Settlement Agreements only require the City Council to consider the proposed Ordinance, thus the City Council can deny the proposed Ordinance and remain in compliance with the Settlement Agreements.
2. The proposed Ordinance contains many of the measures that the California State Legislature rejected when AB 1000 did not pass a committee vote earlier this year. The requirement in the Settlement Agreements for the City Council to consider the proposed Ordinance appears to be an attempt to legislate through threat of litigation rather than through the normal legislative process.
3. If the City Council chooses to move forward with adoption of the proposed Ordinance, then to facilitate completion of existing industrial projects in Stockton (that were approved and annexed many years before the Settlement Agreements were signed) in accordance with the Development Code that exists today, the following, highlighted language should be incorporated into Section 16.80.390.A of the adopted Ordinance:
 - A. **Applicability.** The standards will apply to the following applications:
 1. These standards shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.
 2. These standards shall apply to logistic warehouses 100,000 square feet in size or greater.

Thank you for considering the above comments.

Sincerely,



Holman Investors, LLC
Matthew Arnaiz

12/10/23

Stockton Warehouse Ordinance Update
Stockton Environmental Justice advocates Option C amendments

Below are amendments to Option C from Stockton Environmental Justice advocates for Stockton Warehouse Ordinance Update. (Measure #s 11, 13, 14, 15)

Measures:

#11 Setbacks	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. • <u>Building Setbacks: 2:1 ratio of building setback to building height.</u> • Loading Dock Door Setback: Unless determined to be physically impossible, When adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300-feet from said receptor, The building and auto parking can be located within the 300-foot distance. <u>Loading docks, truck entries, and truck drive aisles shall not abut adjacent sensitive receptors within the required setback area.</u> • A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in-home daycare, health facilities (hospitals, long term care facilities, retirement and nursing homes) or more than two directly contiguous residential units. <u>Justification:</u> Measure #11 of the Option C contains an exception to the dock door setback for being physically impossible. The similar updated provision in the Fontana ordinance contains no physical exception. Refer to their planning commission resolution. Option C for the setbacks states: "Loading Dock Setback: Unless determined to be physically infeasible, when adjacent to sensitive receptors, a 300-foot buffer shall separate all truck loading docks unless the areas within the 300-foot buffer utilize zero-emission trucks and equipment." The City of Fontana has actually recognized that it is <u>physically and feasibly possible</u> to provide setbacks away from sensitive receptors.
#13 Solar	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. • Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements. • The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program. • Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site includes, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment, and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks. • <u>The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.</u>

	<u>Justification:</u> The City of Fontana has an ordinance that ensures that solar panels are installed and operated to supply 100% of the power of the facility. Here's the direct link to the ordinance. ORDINANCE NO. 1891 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA AMENDING CHAPTER 9 OF THE FONTANA MUNICIPAL CODE TO REVISE ARTICLE V FOR MODIFICATIONS AND CLARIFICATION TO BUFFERING AND SCREENING REQUIREMENTS, METHODS TO IMPROVE TRAFFIC CIRCULATION, REQUIREMENTS FOR ALTERNATIVE ENERGY, AND IMPROVEMENTS TO CONSTRUCTION REQUIREMENTS AS IT RELATES TO INDUSTRIAL COMMERCE CENTERS THROUGHOUT THE CITY. Sec. 9-73. – Alternative Energy. (4) On buildings over 400,000 square feet, prior to issuance of a business license, the City shall ensure rooftop solar panels are installed and operated in such a manner that they will supply 100% of the power needed to operate all non-refrigerated portions of the facility including the parking areas.
#14 EV Fleets	• To facilitate the installation of future electric vehicle charging stations for <u>light-heavy duty (LHD), medium-heavy duty (MHD), and heavy-heavy duty (HHD) trucks</u>, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future <u>LHD, MHD, HHD truck charging stations</u>, and the subject developer shall install conduit from the power source to the identified area. • <u>Electric Vehicle Chargers Stations (EVCS) Infrastructure for Trucks: provide conduits to provide EVCS to meet future needs. Conduit should be provided on the site to serve 50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).</u> <u>Justification:</u> If Option C is using "Heavy-Heavy Duty" (HHD) truck language in this, then for consistency purposes, they must include light-heavy duty (LHD) and medium-heavy duty to cover all heavy duty trucks being given future electric charging stations. Not every distribution facility is going to primarily have heavy-heavy duty trucks because they also include light-heavy duty that handle deliveries within the region. Below is a screenshot from CARB and their classifications of heavy duty trucks. *What is the definition of Heavy Heavy Duty Trucks based on Option C? CARB's information on HHD: https://www2.arb.ca.gov/sites/default/files/2022-05/Carl_Moyer_Program_Chapter_4_Updated_040722.pdf

	<table><tr><th>Weight Class</th></tr><tr><td>Heavy Heavy-Duty (HHD) GVWR > 33,000 lbs.</td></tr><tr><td>Medium Heavy-Duty (MHD) GVWR 19,501-33,000 lbs.</td></tr><tr><td>Light Heavy-Duty (LHD) GVWR 14,001-19,500 lbs.</td></tr><tr><td>Emergency Vehicles GVWR > 14,000 lbs.</td></tr></table> EV Charging station and ZEV grants available. Ensures installation of electric vehicle charging stations, especially for heavy-duty trucks while being conscious of market. Medium-duty and heavy-duty electric vehicles are commercially available through these sites https://californiahvip.org/vehicles/ and https://globaldrivetozero.org/tools/zeti/ 2021 Catalog of EV availability Guide from SDG&E https://www.sdge.com/sites/default/files/2021_sdge_electric_vehicle_availability_guide_1.pdf ZEV grants are available today: https://fleets.pge.com/	Weight Class	Heavy Heavy-Duty (HHD) GVWR > 33,000 lbs.	Medium Heavy-Duty (MHD) GVWR 19,501-33,000 lbs.	Light Heavy-Duty (LHD) GVWR 14,001-19,500 lbs.	Emergency Vehicles GVWR > 14,000 lbs.
Weight Class						
Heavy Heavy-Duty (HHD) GVWR > 33,000 lbs.						
Medium Heavy-Duty (MHD) GVWR 19,501-33,000 lbs.						
Light Heavy-Duty (LHD) GVWR 14,001-19,500 lbs.						
Emergency Vehicles GVWR > 14,000 lbs.						
#15 Electric Charging	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. • Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility. • <u>At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready with all necessary conduit and related appurtenances installed. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.</u> Justification: As of the current Option C, the building code does not cover any electric charging stations for automobiles. Therefore, we can't reference "per building code" until there is some requirement for electric charging stations. The additional amendment is consistent with the City of Fontana's warehouse ordinance (Ordinance 1891 Sec. 9-73. – Alternative Energy).					

12/10/23

Stockton Warehouse Ordinance Update
Stockton Environmental Justice advocates Option C amendments

Below are amendments to Option C from Stockton Environmental Justice advocates for Stockton Warehouse Ordinance Update. (Measure #s 11, 13, 14, 15)

Measure #	Option A- Proposed MOA Ordinance Standards	Option B- Adjust MOA Ordinance Standards	Option C- Proposed Industry Ordinance Standards	EJ Advocates Recommended Amendments to Option C
11	All loading docks shall be located no closer than 300 feet from all sensitive receptor groups. The distance shall be measured from the loading dock or any building edge, whichever is closer to the property line of any nearby sensitive receptor defined as any residence, including private homes, condominiums, apartments, living quarters, schools, preschools, daycare centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), prisons, and dormitories.	- Building Setbacks: 2:1 ratio of building height to building setback. - Loading Dock Setback: Unless determined to be physically infeasible when adjacent to sensitive receptors, a 300-foot buffer shall separate all truck loading docks unless the areas within the 300-foot buffer utilize zero-emission trucks and Equipment. - For the purposes of defining receptors for the 300-foot buffer requirements, receptors shall include all schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in-home daycare, health facilities (hospital, long-term care facilities, retirement, and nursing homes), or more than two directly contiguous residential units.	Loading Dock Door Setback: Unless determined to be physically infeasible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300-foot feet from said receptor unless the dock doors are utilized by zero-emission trucks and equipment only. The building and auto parking can be located within the 300-foot distance	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. <u>Building Setbacks: 2:1 ratio of building setback to building height.</u> - Loading Dock Door Setback: Unless determined to be physically impossible, When adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300-feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. The building and auto parking can be located within the 300-foot distance. <u>Loading docks, truck entries, and truck drive aisles shall not abut</u>

				<u>adjacent sensitive receptors within the required setback area.</u> • A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in-home daycare, health facilities (hospitals, long term care facilities, retirement and nursing homes) or more than two directly contiguous residential units. <u>Justification:</u> Measure #11 of the Option C contains an exception to the dock door setback for being physically impossible. The similar updated provision in the Fontana ordinance contains no physical exception. Refer to their planning commission resolution. Option C for the setbacks states: "Loading Dock Setback: Unless determined to be physically infeasible, when adjacent to sensitive receptors, a 300-foot buffer shall separate all truck loading docks unless the areas within the 300-foot buffer utilize zero-emission trucks and equipment." The City of Fontana has actually recognized that it is <u>physically and feasibly possible</u> to provide setbacks away from sensitive receptors.
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13	• All buildings shall be constructed with Solar Power and Energy Systems large enough to accommodate the building and operation's base power use demand at the start of operation and as the base power demand increases to accommodate an electric fleet. • The energy storage systems shall have enough battery capacity to serve the photovoltaic system in the event of a blackout. • All facilities shall be designed to accommodate enough space for all solar panels and batteries. • The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor. Operation should begin after receiving permission from the utility. The owner is responsible for maintaining the system at 80% of rated power for 20 years. After 20 years, install a new system or maintain the existing one for the life of the facility.	• The building permit application for qualifying facilities must demonstrate sufficient solar panels to provide power for the operational base power use at the start of operations. When available, applicants will be permitted to utilize "clean energy" sources in lieu of providing onsite energy production. "Clean Energy" sources include programs such as, but not limited to, East Bay Community Energy (EBCE). • Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks. • Projects shall be allowed to utilize alternative energy means that achieve comparable energy or greenhouse gas offsets. This includes Near Zero Emission (NZE) technology when commercially available.	• Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements. • The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program. • Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen code. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. • Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements. • The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program. • Operational base power is defined as the amount of
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			trucks. • The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index of not less than 78. • Electrical Room Sizing. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity. • Warehouse Dock Seal Doors. Exterior loading dock doors that are adjacent to conditioned or indirectly conditioned spaces shall have dock seals or dock shelters installed at the time of permitting. • Onsite Equipment Infrastructure. Project should provide infrastructure to support charging of electric power onsite equipment.	power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site includes, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment, and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks. • <u>The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.</u> Justification: The amendment keeps things consistent on who is handling the solar system installation.
14	All applicable facilities shall maintain	Electric Vehicle Chargers Stations (EVCS)	To facilitate the installation of future electric	Add to Option C Ordinance the

	Electric Vehicle (EV) fleets in accordance with the following: - Heavy-Duty Trucks: all heavy-duty trucks (Class 7 and 8) domiciled on site are model year 2014 or later from start of operations and shall expedite a transition to zero-emission vehicles, with the fleet fully zero-emission by December 31, 2025, or when commercially available for the intended application, whichever date is later. - Medium-Duty Vehicles: vehicles/delivery vans/trucks (Class 2 through 6) on-site shall apply: (i) 33% of the fleet will be zero-emission vehicles at the start of operations, (ii) 65% of the fleet will be zero-emission vehicles by December 31, 2023, (iii) 80% of the fleet will be zero-emission vehicles by December 31, 2025, and (iv) 100% of the fleet will be zero-emission vehicles by December 31, 2027. "Domiciled on-site": applies to vehicles parked or kept overnight at the qualifying facility(ies) more than 70% of the calendar year or dedicated to the qualifying facility(ies) site (defined as more than 70% of the truck routes during the calendar year that start at the qualifying facility(ies) site even if parked or kept elsewhere). The tenant/operator of the qualifying facility(ies) shall not be responsible to meet "clean fleet" requirements for vehicles used by common carriers operating under their own authority that provide delivery services to or from the qualifying facility(ies) site. - Zero emission vehicles that require maintenance can be temporarily replaced with alternative vehicles.	Infrastructure for Trucks: provide conduits to provide EVCS to meet future needs. Conduit should be provided on the site to serve 50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).	vehicle charging stations for heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future HHD truck charging stations, and the subject developer shall install conduit from the power source to the identified area.	following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. - To facilitate the installation of future electric vehicle charging stations for <u>light-heavy duty (LHD), medium-heavy duty (MHD),</u> and heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future <u>LHD, MHD,</u> HHD truck charging stations, and the subject developer shall install conduit from the power source to the identified area. <u>Electric Vehicle Chargers Stations (EVCS)</u> <u>Infrastructure for Trucks:</u> <u>provide conduits to</u> <u>provide EVCS to meet</u> <u>future needs. Conduit</u> <u>should be provided on the</u> <u>site to serve 50% of the</u> <u>number of truck docking</u> <u>stations. Location of</u> <u>conduit is at discretion of</u> <u>the developer (e.g., truck</u> <u>trailer parking spaces or</u> <u>docking stations).</u> Justification: If Option C is using "Heavy-Heavy Duty" (HHD) truck language in this, then for consistency purposes, they must include light-heavy duty (LHD)
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	• If an EV fleet is not commercially viable, documentation from a minimum of three (3) EV dealers identified on the californiahvip.org website must be submitted prior to issuance of a building permit for the new building demonstrating the inability to obtain the required EVs or equipment needed within 6 months. • If a qualifying facility fails to meet the "clean fleet" requirement, the tenant/operator must implement a Voluntary Emissions Reduction Agreement (VERA) that mitigates emissions through emission reduction projects. The Air District will verify the mitigation effort. The tenant/operator must continue to fund the VERA until fully compliant with the clean fleet requirements.			all heavy duty trucks being given future electric charging stations. Not every distribution facility is going to primarily have heavy-heavy duty trucks because they also include light-heavy duty that handle deliveries within the region. Below is a screenshot from CARB and their classifications of heavy duty trucks. CARB's information on HDD: https://www2.arb.ca.gov/sites/default/files/2022-05/Carl_Moyer_Program_Chapter_4_Updated_040722.pdf
15	Electric charging facilities shall be provided onsite sufficient to charge all automobiles, and electric trucks domiciled on the site.	Electric charging facilities shall be provided onsite sufficient to charge all electric automobiles and electric trucks domiciled on the site unless otherwise prescribed in Section 16.80.390.	Provide EV charging stations for automobiles per building code and provide a conduit to a future designated area for Heavy Duty Truck Charging Facility.	Add to Option C Ordinance the following amendments with underlined change. Crossed out corresponds to deleted amendments in Option C. • Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility. • <u>At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready, with all necessary conduit and related appurtenances installed. At least 5% of all</u>

				<u>passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.</u> Justification: As of the current Option C, the building code does not cover any electric charging stations for automobiles. Therefore, we can't reference "per building code" until there is some requirement for electric charging stations. The additional amendment is consistent with the City of Fontana's warehouse ordinance (Ordinance 1891 Sec. 9-73. – Alternative Energy).
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Case Studies:

- [The Environmental and Traffic Impacts of Warehouses in Southern California](#)
- Health Effects of California's Warehouse Boom Raise Concerns Among Residents and Policy Makers
 - <https://environmentalhealth.ucdavis.edu/blog/californias-warehouse-boom-raises-health-concerns>
-

Warehouse Sustainable examples

Port of Los Angeles

https://www.portoflosangeles.org/references/2023-news-releases/news_102523_caap_update_nov8

<https://www.portoflosangeles.org/environment/sustainability/solar-power>

https://www.portoflosangeles.org/references/news_101515_solar_power_projects

https://kentico.portoflosangeles.org/getmedia/3f92f886-236e-4f05-a99d-64ba50d831b1/07_13_15_special_agenda_item_5_transmittal_2

Port of Stockton

<https://www.portofstockton.com/wp-content/uploads/2022/08/port-fact-sheet.pdf>

<https://www.portofstockton.com/zef-blueprint/#:~:text=The%20Port%20of%20Stockton%20MD,a%20small%20port%20or%20public>

San Diego Heavy Duty Truck AB617

https://www.sdapcd.org/content/dam/sdapcd/documents/grants/Final_Project%20Plan_Short-Haul%20ZE%20Truck%20Pilot.pdf

ZANZEFF Frito Lay

<https://www.prnewswire.com/news-releases/frito-lay-transforms-california-facility-into-showcase-for-sustainability-301725247.html>

<https://www.fritolay.com/frito-lay-transforms-california-facility-into-showcase-for-sustainability>



WAREHOUSE ORDINANCE PUBLIC WORKSHOP

March 6, 2024 - 5:00 to 7:00 p.m.

For a link and log-in information to attend online, use the QR code or visit the website:



**Robert J. Cabral Agricultural Center
2101 E. Earhart Ave, Assembly Room 2
Stockton, CA 95206**

- **Review & discuss alternative amendments**
- **Potential modifications will be presented to City Council for consideration by July 2024**

Contact:

**Community Development Department
Matt Diaz, Advanced Planning Manager
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8598 - or - Matt.Diaz@stocktonca.gov**



ORDENANZA DE ALMACÉN TALLER PÚBLICO

6 demarzo de 2024 - 5:00 a 7:00 p.m.

Para obtener un enlace e información de inicio de sesión para asistir en línea, utilice el código QR o visite el sitio web:



**Robert J. Cabral Agricultural Center
2101 E. Earhart Ave, Assembly Room 2
Stockton, CA 95206**

- **Revisar y discutir enmiendas alternativas**
- **Posibles modificaciones se presentarán al Ayuntamiento para su consideración antes de julio de 2024**

Contacto:

**Matt Diaz, Gerente de Planificación Avanzada
Departamento de Desarrollo Comunitario
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8598 - o - Matt.Diaz@stocktonca.gov**

Public Workshop

ZONING CODE AMENDMENT:

Modifications to Industrial Warehouse Standards

March 6, 2024

5:00 – 7:00 PM

Robert J. Cabral Agricultural Center
2101 E. Earhart Avenue,
Stockton, California 95206

City Staff



Moderator:

Stephanie Ocasio (CDD Director)



Presenter:

Matt Diaz (Planning Manager)



Support:

Mike McDowell (Assistant Director)
John Schweigerdt (Building Official)



Secretary:

Anson Lihosit (Senior Planner)



Teams:

Adriana Guerrero (Executive Assistant)

Tonight's Schedule

5:00 – 5:15 PM

• Introduction & Background

5:15 – 5:30 PM

• Solar Installation

5:30 – 5:45 PM

• Truck Charging

5:45 – 6:00 PM

• Automobile Charging

6:00 – 6:15 PM

• Setback Restrictions

6:15 – 6:30 PM

• Increase Minimum Size

6:30 – 6:45 PM

• Ordinance Applicability

6:45 – 7:00 PM

• Q/A

7:00 PM

• End of Workshop

Workshop Structure

ATTACHMENT C

- In order to cover all 6 modifications within the 2-hour block, each will be given a 15-minute session.
- Should a session need less time, that time can be added to another session.
- Each topic will begin with a brief 5-minute summary, followed by a 10-minute open dialogue
- In-Person: Please raise your hands for questions/comments
- Teams: Please submit your comments via the Chat feature
 - Public comments from Teams attendees will be read out loud and responded to by staff.
 - The Teams meeting will be recorded.
- Should session time run out, please submit your comment via note card (in-person) or chat (Teams). Staff will follow-up with you.
- Additional comments can be made via note cards, on display boards, or contacting staff directly at: matt.diaz@stocktonca.gov

Ground Rules

- Be civil and respectful towards all commentors and attendees.
- Do not interrupt others while they're speaking
- To ensure time for the 6 modifications, off-topic questions and comments cannot be discussed during the workshop. Please submit those in writing to the "Parking Lot basket". Staff will follow up with you.
- Commentors/Attendees shall not make personal, impertinent, unduly repetitive, slanderous or profane remarks to staff or the general public, nor utter loud, threatening, personal or abusive language, nor engage in any other conduct that disrupts, disturbs or otherwise unreasonably impedes the orderly conduct of the Workshop.
- Any person who makes such remarks, who utters loud, threatening, personal or abusive language, who is unduly repetitious or engages in extended discussion of irrelevancies, or who engages in any disorderly conduct that disrupts, disturbs or otherwise unreasonably impedes the orderly conduct of the Workshop shall, at the discretion of staff, be asked to leave.

Background

- In 2022, the City agreed to present new industrial warehouse ordinance to the City Council for consideration by 12/31/23.
- Over 20 meetings and numerous communications from August - October '23:
 - Planning Commission Ad-Hoc Committee
 - Environmental and Industry Advisors
 - Meeting with Residents and Citizens
 - Attorney General's Office
 - Other Cities with Warehouse Ordinances
 - Environmental and Climate Professionals
 - Industry Experts (project review)

Background (con't)

The City Council considered 3 ordinance options and adopted an ordinance (Option C) on 12/12/23 (effective January 11, 2024).



Following adoption, based on public comments received, the Council directed staff to explore six (6) modifications to the adopted ordinance.



Modification analysis must be brought back to Council by July 9th.



Tonight's workshop is to solicit feedback on the six modifications.

Six Potential Modifications

Public Comment	Source
Clarification for solar installation.	Stockton Environmental Justice Advocates (EJA)
Adjustments to truck charging requirements.	Stockton Environmental Justice Advocates
Adjustments to automobile charging requirements.	Stockton Environmental Justice Advocates
Adjustments to setback standards.	Stockton Environmental Justice Advocates
Change the Ordinance to apply to warehouses 400,000 square feet and greater instead of 100,000 square feet and greater.	Chamber of Commerce / San Joaquin Partnership
Change Ordinance to apply to annexation projects submitted after December 31, 2023.	Holman Investors, LLC

Solar Installation

Origin: Proposed by EJA

Proposed Modification(s):

“The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.”

Considerations:

Current processes and standards already require this for entitlements and construction (Building) permit approval.

Possible inclusion in Code for clarification.

Truck Charging

Origin: Proposed by EJA

Proposed Modification(s): Facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks.

Conduit should be provided on the site to serve 50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).

Truck Charging (con't)

Considerations:

Potential to increase future EV charging stations and EV-ready facilities.

Potential added cost for additional spaces.

CALGreen Code currently has EV infrastructure requirements for medium-duty and heavy-duty trucks for warehouse uses. In addition to the conduit requirements, CALGreen requires upsizing of the electrical service and designated areas for future electrical equipment.

Automobile Charging

Origin: Proposed by EJA

Proposed Modification(s):

- *At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready.*
- *At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations.*
- *Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles.*

Automobile Charging

Considerations:

- Amendment requests 10% EV ready parking spaces
 - ↳ CALGreen Code currently requires between 16%-40% EV ready spaces
- Amendment requests 5% EV equipped parking spaces
 - ↳ CALGreen Code currently requires between 4%-7% EV equipped spaces
- Amendment includes a maintenance requirement for the EV charging stations
 - ↳ CALGreen Code does not include a maintenance provision related to EVs
- Potential requirement of additional EV charging spaces in limited situations.
- Added cost for additional spaces.

Automobile Charging

CALGreen Table 5.106.5.3.1 (% columns added)

Total Number Of Actual Parking Spaces	Number Of Required EV Capable Spaces	% of EV Capable Required by CALGreen	Number Of EVCS (EV Capable Spaces Provided With EVSE)	% of EV Equipped Required by CALGreen
0-9	0	0%	0	0%
10-25	4	16%-40%	0	0%
26-50	8	16%-30%	2	4%-7%
51-75	13	17%-25%	3	4%-6%
76-100	17	17%-22%	4	4%-5%
101-150	25	16%-25%	6	4%-6%
151-200	35	17%-23%	9	4.5%-6%
201 and over	20 percent of total	20%	25 percent of EV capable spaces	~5%

Setback Restrictions

Origin: Proposed by EJA

Proposed Modification(s):

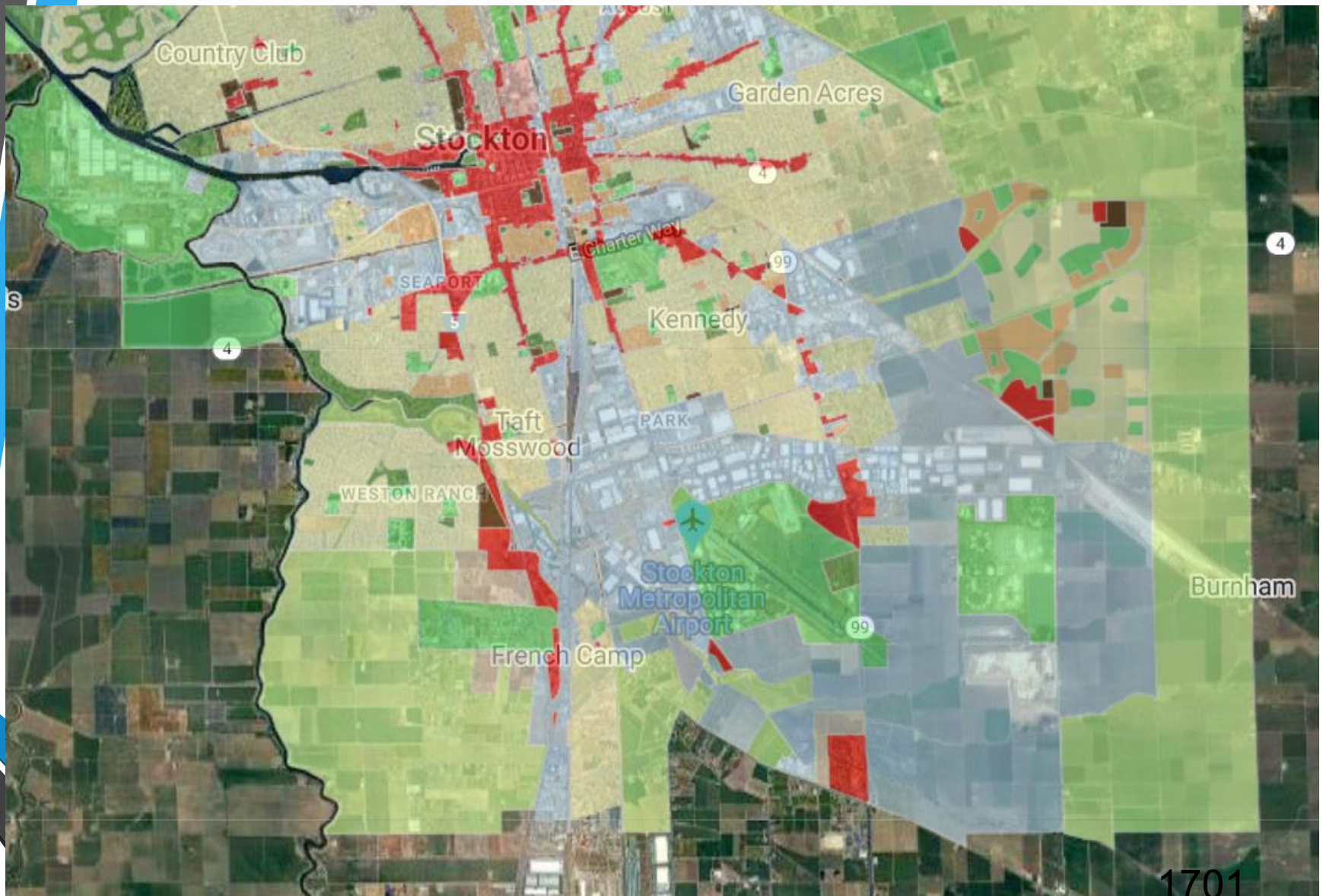
- Add a building setback requirement of 2:1 setback-to-height ratio
- Prohibit any truck (EV or fuel) movement/access within a 300-foot buffer adjacent to sensitive receptors.
- Remove two adopted exceptions pertaining to physical limitations and zero emission vehicles

Setback Restrictions (con't)

Considerations:

- Impacts to project site design via restrictions to building placement, parking and access location options, and what could be located within the 300-foot buffer.
- Would significantly impact site design for smaller projects and require additional land area.
- Accelerated annexation requests and resulting premature conversion of agriculture lands.

GP Industrial Areas (Blue)



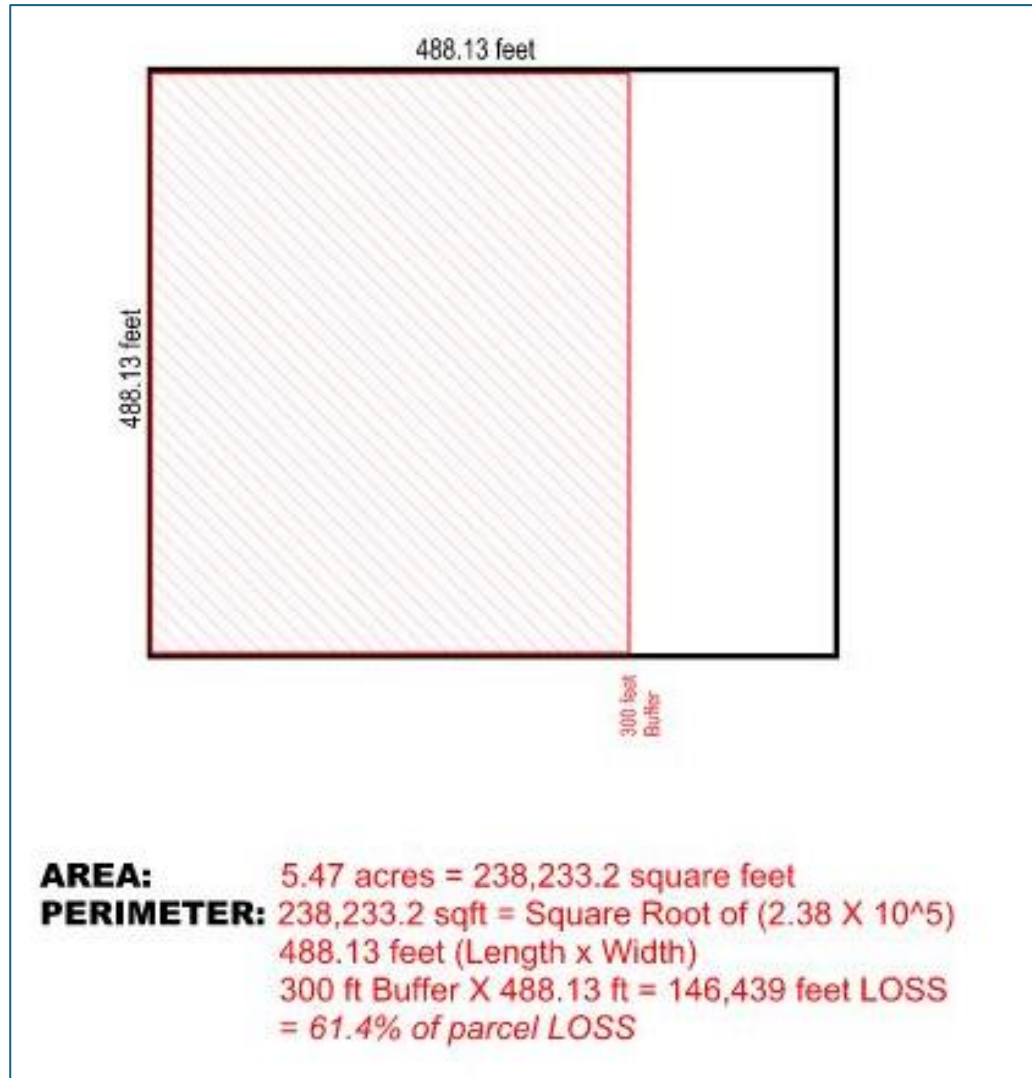
Warehouse Sizes & Required Land*

→
Logistic
Warehouse
Size &
Acreage
Needed

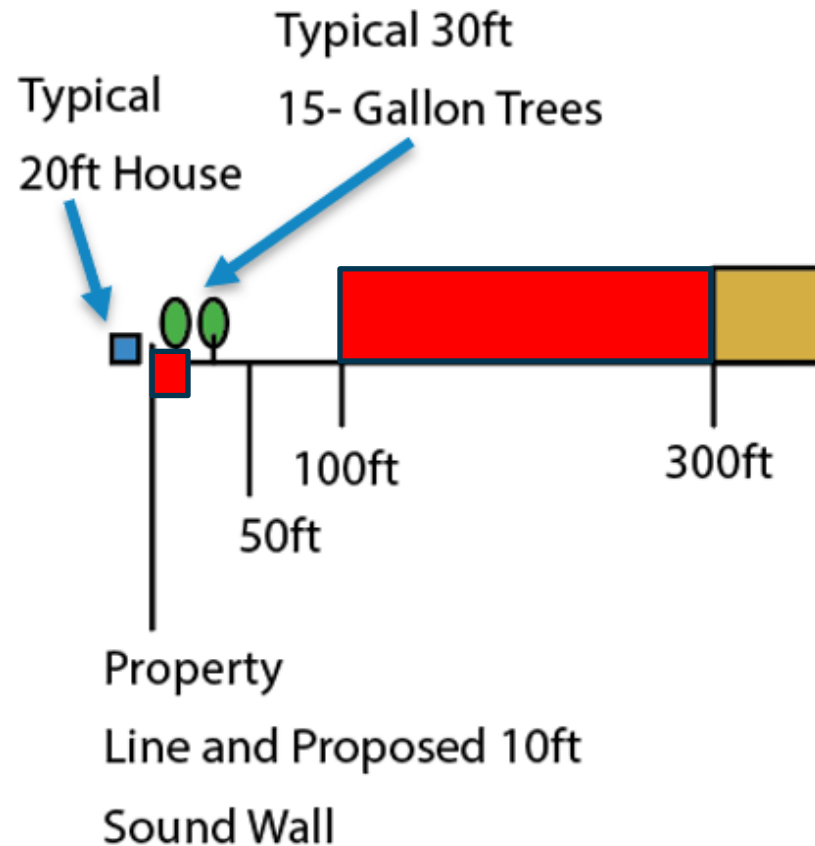
Potential Size (sqft)	Ave. Coverage	Est. Project Size (sqft)	Est. Project Size (ac)
100,000	0.42	238,095.24	5.47
200,000	0.42	476,190.48	10.93
300,000	0.42	714,285.71	16.40
400,000	0.42	952,380.95	21.86
500,000	0.42	1,190,476.19	27.33
600,000	0.42	1,428,571.43	32.80
700,000	0.42	1,666,666.67	38.26
800,000	0.42	1,904,761.90	43.73
900,000	0.42	2,142,857.14	49.19
1,000,000	0.42	2,380,952.38	54.66

* Based on adopted Ordinance language

Setback Project Example

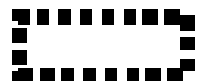


Setback Project Example



Vacant Industrial Parcels

Larger than
5.5-acres
(Required for
100,000+sf
development)



Stockton City Limits



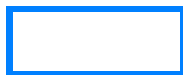
Stockton Sphere of
Influence (SOI)



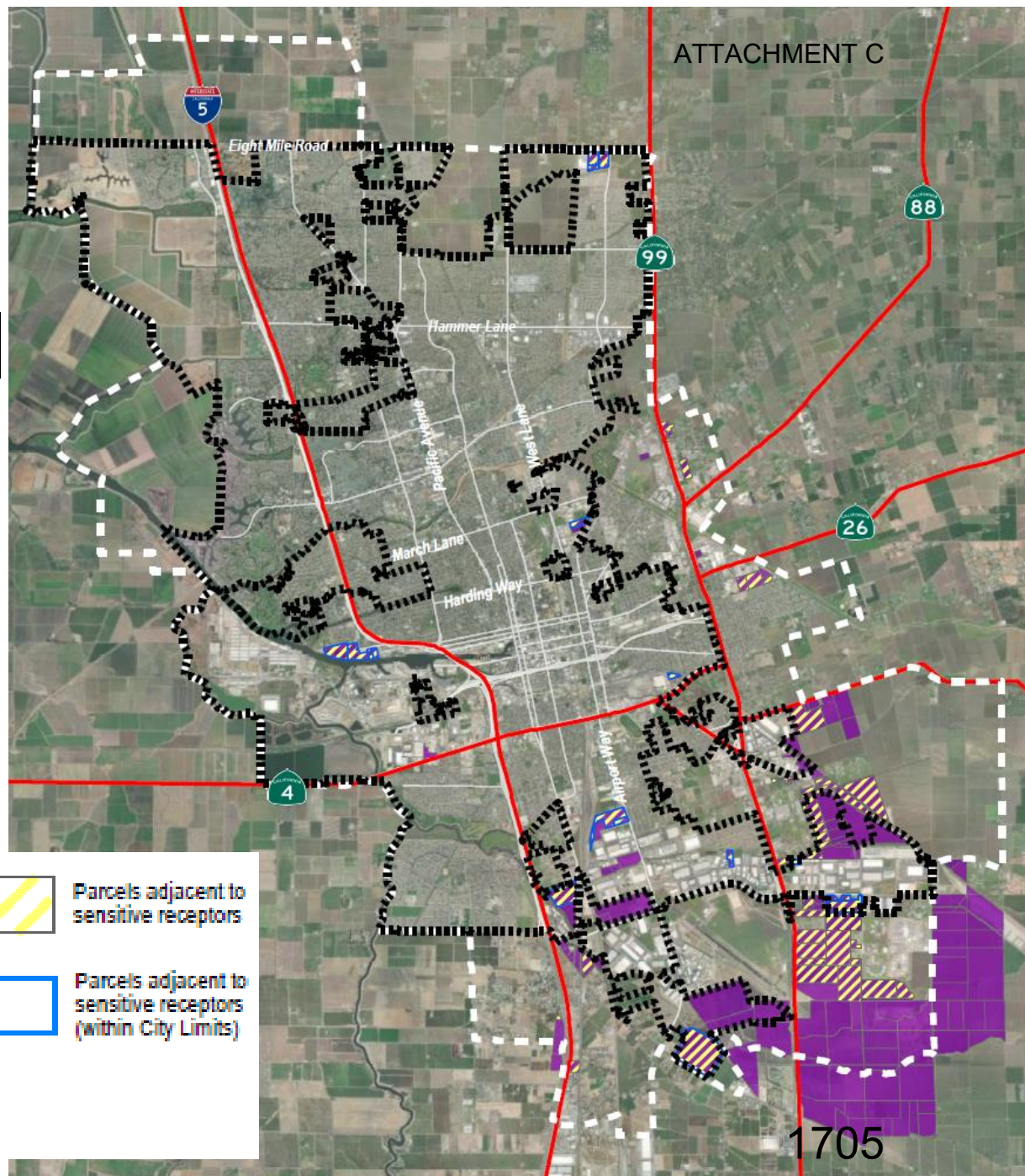
Large Industrial
Parcels



Parcels adjacent to
sensitive receptors

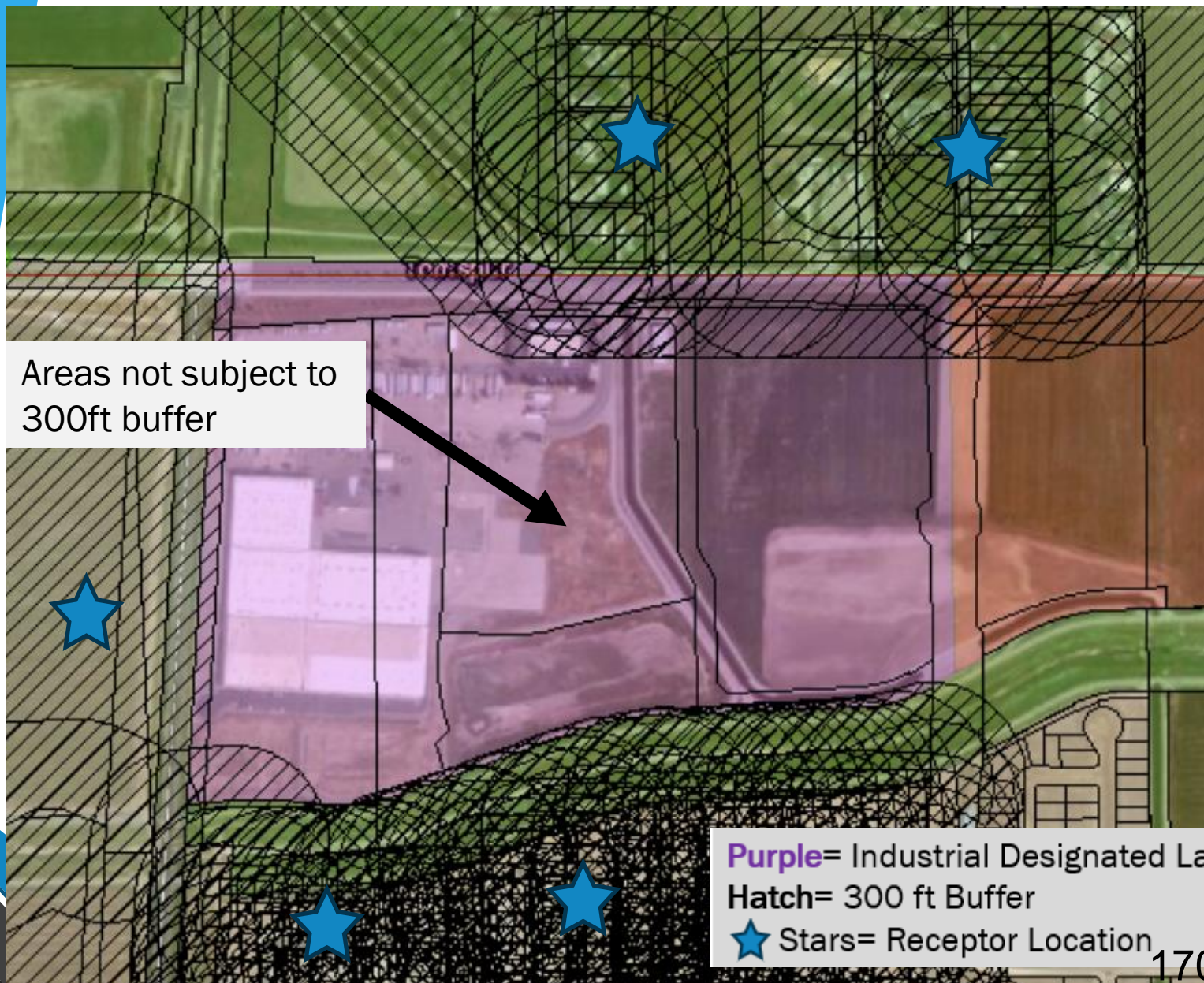


Parcels adjacent to
sensitive receptors
(within City Limits)

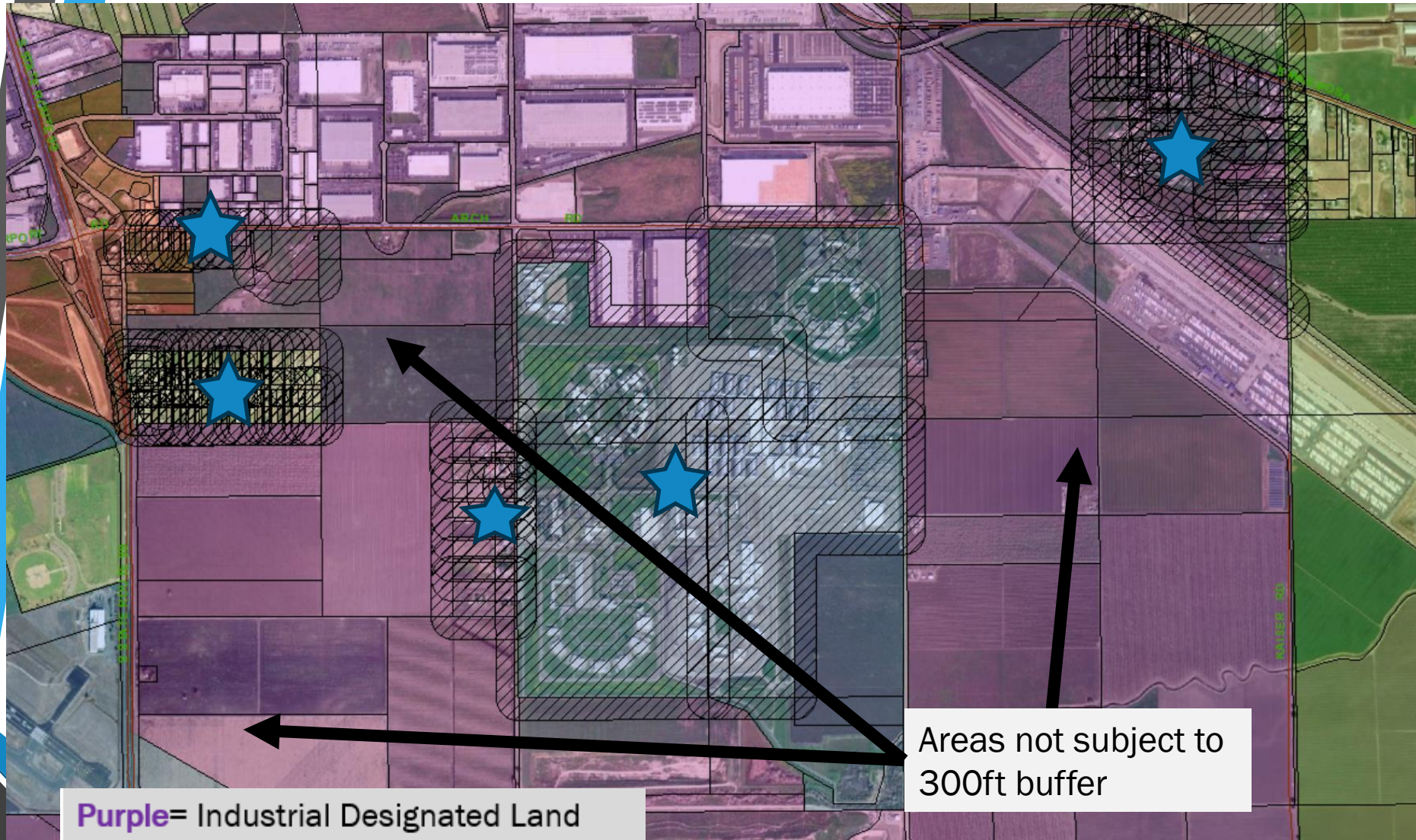


Setback/Buffer Example #1

ATTACHMENT C



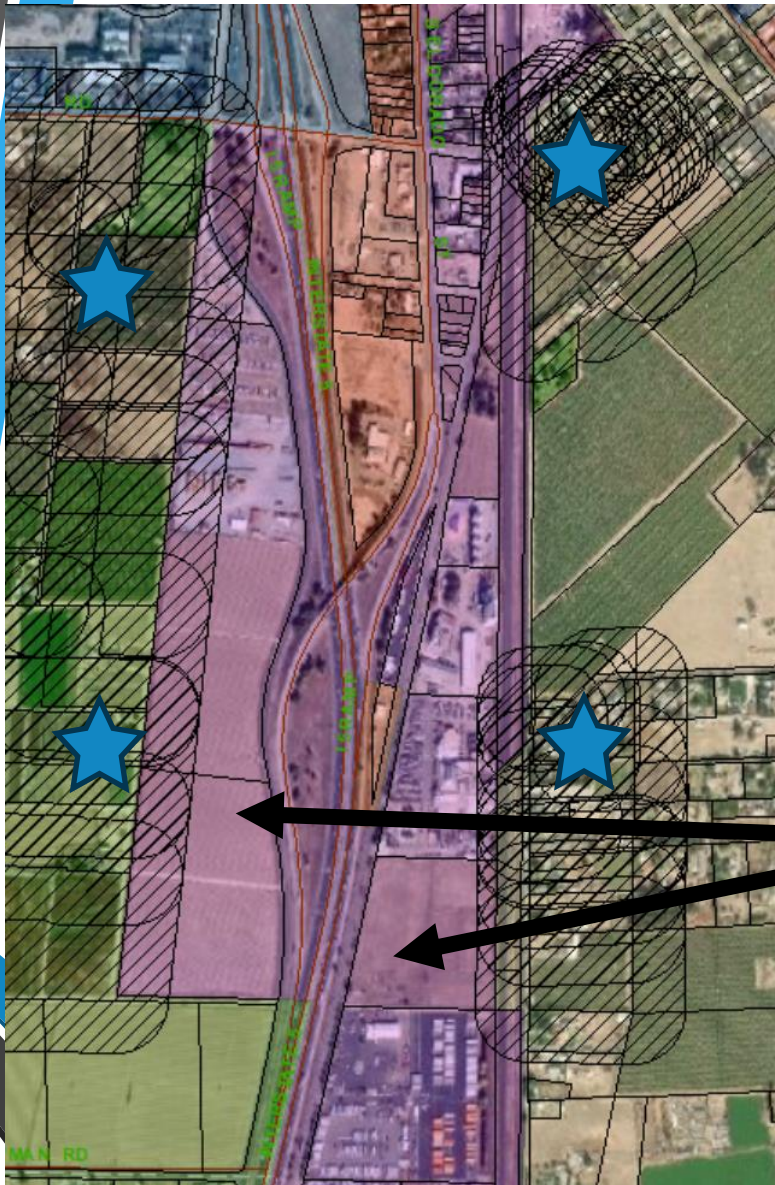
Setback/Buffer Example #2



Purple= Industrial Designated Land
Hatch= 300 ft Buffer
★ Stars= Receptor Location

Areas not subject to
300ft buffer

Setback/Buffer Example #3



Areas not subject to
300 ft buffers

Purple= Industrial Designated Land
Hatch= 300 ft Buffer
★ Stars= Receptor Location

Increased Size

Origin: Chamber of Commerce / San Joaquin Partnership

Proposed Modification: Increase the applicable minimal size requirement from the adopted 100,000 square feet to 400,000 square feet in size or greater.

Increased Size (con't)

Considerations:

- Smaller facilities (100,000 to 399,999 sqft) would not be subject to the warehouse standards.
- Over the last 7 years, the typical logistics warehouse project measured approximately 420,000 sf
- The last 10 entitled logistics projects measured an average total size range of 700,000sqft to 1,000,000 sf
- Since 2016, 37 building permits have been approved for new warehouses 100,000 sf or greater (average size $\pm$ 420,000 sqft)
- The size required aligns with other City examples provided by the Attorney General's Office (i.e., Fontana)
- It is anticipated the increase would lessen the impact on smaller facilities and owners (i.e., non-fortune 500 companies).
- Minimum lot sizes for new facilities are anticipated to increase from 5.5 acres to 21 acres based on typical lot size needed for facilities of 100,000 and 400,000 square feet in size.

Annexation Applicability

Origin: Holman Investors, LLC

Proposed Modification(s):

Adopted Warehouse Ordinance standards shall not apply to any new building constructed on property located within the existing City of Stockton City Limits prior to December 31, 2023.

Considerations:

- The standards would only apply to qualifying industrial projects annexed after December 31, 2023.
- Entitled projects that were located within the City Limits prior to December 31, 2023 would be exempt from adopted Warehouse standards under this modification.

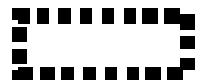
Annexation Applicability

Considerations:

- Standards would only apply to future annexation projects.
- Unclear if the request would apply to annexations under the minimum size requirement or annexations approved but later amended to allow industrial uses.
- Current code already discusses project applicability and “vested” rights of applications when a new standard is adopted.
- Seems more a policy-driven request on how the City wishes to utilize the new warehouse standards, than an additional means to lock in development rights.

Vacant Industrial Parcels Outside of City Limits

Larger than 5.5-acres



Stockton City Limits



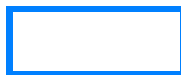
Stockton Sphere of
Influence (SOI)



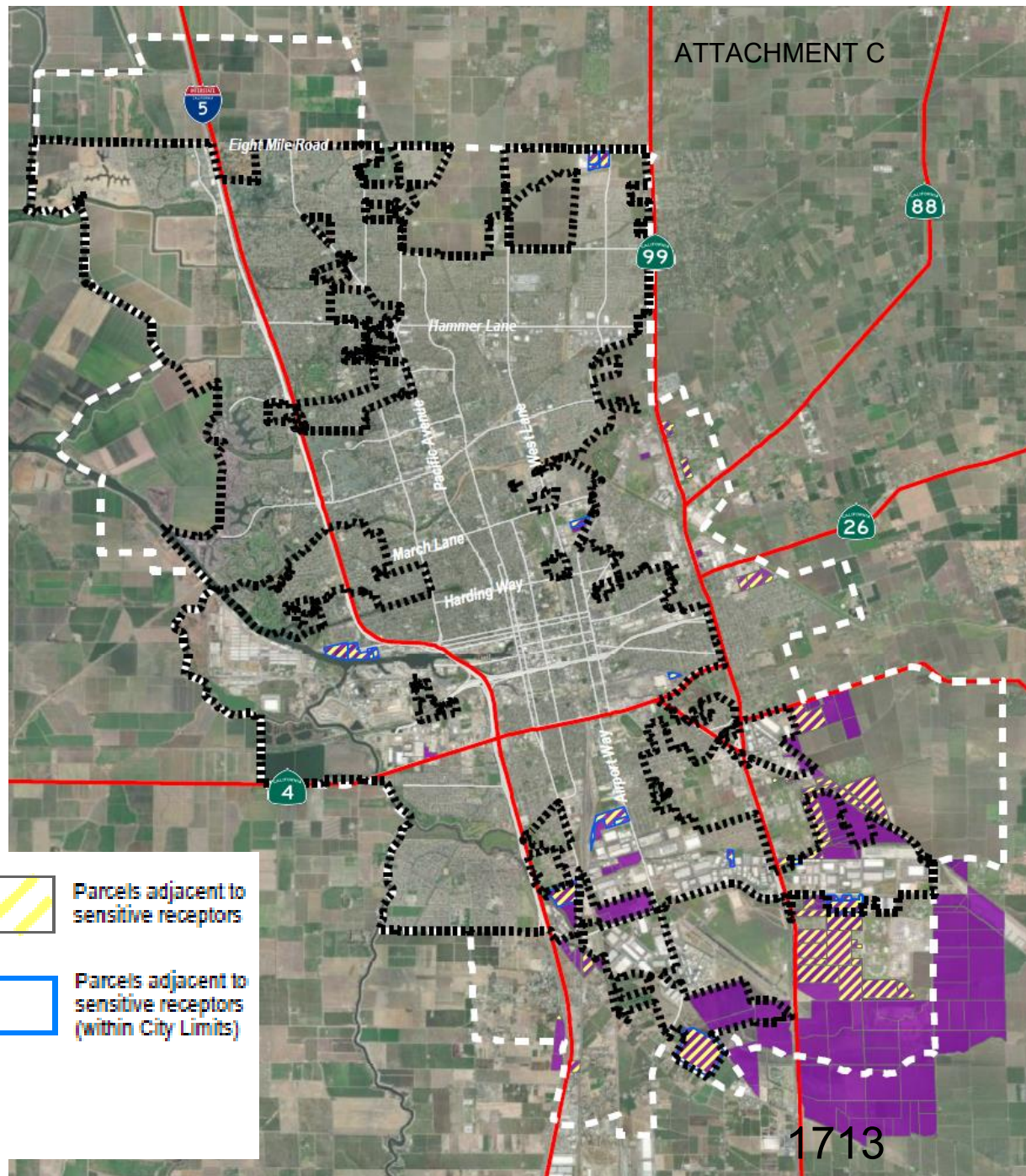
Large Industrial
Parcels



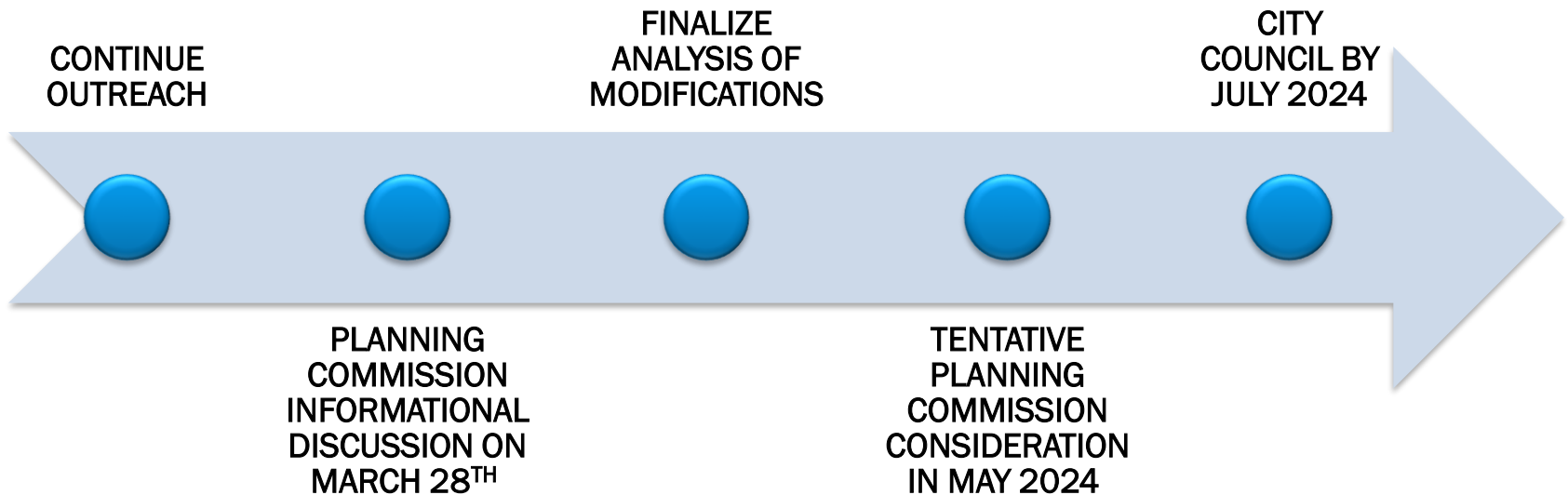
Parcels adjacent to
sensitive receptors



Parcels adjacent to
sensitive receptors
(within City Limits)

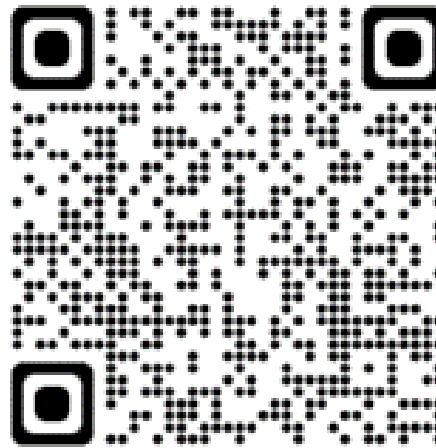


Next Steps



QUESTIONS?

For a link and log-in information to attend online, use the QR code or visit the website:



Contact:

Community Development Department
Matt Diaz, Advanced Planning Manager
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8598 - or - Matt.Diaz@stocktonca.gov

Taller público

ENMIENDA DEL CÓDIGO DE ZONAS:

*Modificaciones a los Estándares de Almacenes
Industriales*

6 de marzo de 2024

5:00 – 7:00 PM

Robert J. Cabral Agricultural Center
2101 E. Earhart Avenue,
Stockton, California 95206

Personal de la ciudad



Moderadora:

Stephanie Ocasio (Directora de CDD)



Presentador:

Matt Diaz (Gerente de planificación)



Apoyo:

Mike McDowell (Director asistente)

John Schweigerdt (Oficial de construcción)



Secretario:

Anson Lihosit (Planificador senior)



Equipos:

Adriana Guerrero (Asistente ejecutiva)

Horario de esta noche

5:00 – 5:15 PM

- Introducción y antecedentes

5:15 – 5:30 PM

- Instalación solar

5:30 – 5:45 PM

- Carga de camiones

5:45 – 6:00 PM

- Carga de automobiles

6:00 – 6:15 PM

- Restricciones de retroceso

6:15 – 6:30 PM

- Aumentar el tamaño mínimo

6:30 – 6:45 PM

- Aplicabilidad de la ordenanza

6:45 – 7:00 PM

- Preguntas y respuestas

7:00 PM

- Fin del taller

Estructura del taller

- Para cubrir las 6 modificaciones dentro del bloque de 2 horas, a cada una se le dará una sesión de 15 minutos.
- Si una sesión necesita menos tiempo, ese tiempo se puede agregar a otra sesión.
- Cada tema comenzará con un breve resumen de 5 minutos, seguido por un diálogo abierto de 10 minutos.
- En persona: levanten la mano si tienen preguntas o comentarios.
- Teams: envíe sus comentarios a través de la función de chat.
 - Los comentarios públicos de los asistentes a Teams se leerán en voz alta y el personal responderá.
 - La reunión de Teams será grabada.
- Si se acaba el tiempo de la sesión, envíe su comentario a través de una tarjeta de notas (en persona) o por el chat (Teams). El personal se pondrá en contacto con usted.
- Se pueden hacer comentarios adicionales a través de tarjetas de notas, en tableros de exhibición o comunicándose con el personal directamente al:
matt.diaz@stocktonca.gov

Reglas básicas

- Sea civilizado y respetuoso con todos los comentaristas y asistentes.
- No interrumpas a los demás mientras hablan.
- Para asegurar tiempo para las 6 modificaciones, las preguntas y comentarios fuera de tema no se pueden discutir durante el taller. Envíelos por escrito a la "Cesta del estacionamiento". El personal se pondrá en contacto con usted.
- Los comentaristas/asistentes no deberán hacer comentarios personales, impertinentes, indebidamente repetitivos, difamatorios o profanos al personal o al público en general, ni pronunciar lenguaje alto, amenazante, personal o abusivo, ni participar en ninguna otra conducta que interrumpa, perturbe o de otro modo impida injustificadamente la desarrollo ordenado del taller.
- Cualquier persona que haga tales comentarios, que pronuncie lenguaje alto, amenazante, personal o abusivo, que sea indebidamente repetitivo o participe en discusiones extensas sobre irrelevancias, o que participe en cualquier conducta desordenada que interrumpa, perturbe o impida de otra manera irrazonablemente la conducta ordenada de el taller, a discreción del personal, se le pedirá al taller que abandone el taller.

Contexto

- En 2022, la Ciudad acordó presentar una nueva ordenanza de almacenes industriales al Concejo Municipal para su consideración antes del 31/12/23.
- Más de 20 reuniones y numerosas comunicaciones desde agosto - octubre '23:
 - Comité ad-hoc de la Comisión de Planificación
 - Asesores ambientales y de la industria
 - Junta con residentes y ciudadanos
 - Oficina del fiscal general
 - Otras ciudades con ordenanzas de almacenes
 - Profesionales del medio ambiente y el clima
 - Expertos de la industria (revisión de proyectos)

Contexto (cont.)

El Concejo Municipal consideró 3 opciones de ordenanza y adoptó una ordenanza (Opción C) el 12/12/23 (a partir del 11 de enero de 2024).



Después de la adopción, basándose en los comentarios públicos recibidos, el Consejo ordenó al personal que explorara seis (6) modificaciones a la ordenanza adoptada.



El análisis de la modificación debe presentarse al Consejo antes del 9 de julio.



El taller de esta noche es para solicitar comentarios sobre las seis modificaciones.

Seis posibles modificaciones

Comentario público	Origen
Clarificación para instalación solar.	Stockton Environmental Justice Advocates (EJA)
Ajustes a los requisitos de carga de camiones.	Stockton Environmental Justice Advocates
Ajustes a los requisitos de carga de automóviles.	Stockton Environmental Justice Advocates
Ajustes a los estándares de retroceso.	Stockton Environmental Justice Advocates
Cambiar la Ordenanza para que se aplique a almacén de 400,000 pies cuadrados y más en lugar de 100,000 pies cuadrados y más.	Chamber of Commerce / San Joaquin Partnership
Cambiar la Ordenanza para aplicar a los proyectos de anexión presentados después del 31 de diciembre de 2023.	Holman Investors, LLC

Instalación Solar

Origen: Propuesto por EJA

Modificación(es) propuesta(s):

“La instalación del sistema solar debe ser realizada por propietarios, operadores, inquilinos o un contratista calificado de sistemas solares.”

Consideraciones:

Los procesos y estándares actuales ya lo exigen para los derechos y la aprobación de permisos de construcción (construcción).

Posible inclusión en el Código para clarificación.

Carga de camiones

Origen: Propuesto por EJA

Modificación(es) propuesta(s): Facilitar futuras estaciones de carga ampliando el requisito actual de infraestructura de estaciones de carga de vehículos eléctricos para incluir camiones de servicio liviano-pesado (LHD) y de servicio medio-pesado (MHD) además de camiones de servicio pesado-pesado (HHD).

Se deben proporcionar conductos en el sitio para dar servicio al 50% del número de estaciones de atraque para camiones. La ubicación del conducto queda a discreción del desarrollador (por ejemplo, espacios de estacionamiento para remolques de camiones o estaciones de atraque).

Carga de camiones (cont.)

Consideraciones:

Potencial para aumentar futuras estaciones de carga de vehículos eléctricos e instalaciones preparadas para vehículos eléctricos.

Costo adicional potencial por espacios adicionales.

CALGreen Code actualmente tiene requisitos de infraestructura de vehículos eléctricos para camiones de servicio mediano y pesado para usos de almacén. Además de los requisitos de conductos, CALGreen requiere ampliar el servicio eléctrico y áreas designadas para futuros equipos eléctricos.

Carga de automóviles

Origen: Propuesto por EJA

Modificación(es) propuesta(s):

- Al menos el 10% de todos los espacios de estacionamiento de vehículos de pasajeros deberán estar preparados para vehículos eléctricos.
- Al menos el 5 % de todos los espacios de estacionamiento de vehículos de pasajeros estarán equipados con estaciones de carga para vehículos eléctricos de carga rápida de nivel 2 que funcionen.
- Se instalarán señales que indiquen las estaciones de carga de vehículos eléctricos y especifiquen que los espacios están reservados para vehículos eléctricos/aire limpio.

Carga de automóviles

Consideraciones:

- La enmienda solicita un 10% de espacios de estacionamiento preparados para vehículos eléctricos
 - ↳ El Código CALGreen actualmente requiere entre 16% y 40% de espacios preparados para vehículos eléctricos
- La enmienda solicita un 5% de espacios de estacionamiento equipados con vehículos eléctricos
 - ↳ El Código CALGreen actualmente requiere entre 4% y 7% de espacios equipados con vehículos eléctricos
- La enmienda incluye un requisito de mantenimiento para las estaciones de carga de vehículos eléctricos.
 - ↳ El Código CALGreen no incluye una disposición de mantenimiento relacionada con los vehículos eléctricos
- Posible necesidad de espacios de carga de vehículos eléctricos adicionales en situaciones limitadas.
- Costo adicional por espacios adicionales.

Carga de automóviles

Tabla CALGreen 5.106.5.3.1 (% de columnas agregadas)

Número total de espacios de estacionamiento reales	Número de espacios necesarios para vehículos eléctricos	% de vehículos eléctricos con capacidad requeridos por CALGreen	Número de EVCS (espacios aptos para vehículos eléctricos provistos con EVSE)	% de vehículos eléctricos equipados requeridos por CALGreen
0-9	0	0%	0	0%
10-25	4	16%-40%	0	0%
26-50	8	16%-30%	2	4%-7%
51-75	13	17%-25%	3	4%-6%
76-100	17	17%-22%	4	4%-5%
101-150	25	16%-25%	6	4%-6%
151-200	35	17%-23%	9	4.5%-6%
201 o mas	20 por ciento del total	20%	25 por ciento de espacios con capacidad para vehículos eléctricos	~5%

Restricciones de retroceso

Origen: Propuesto por EJA

Modificación(es) propuesta(s):

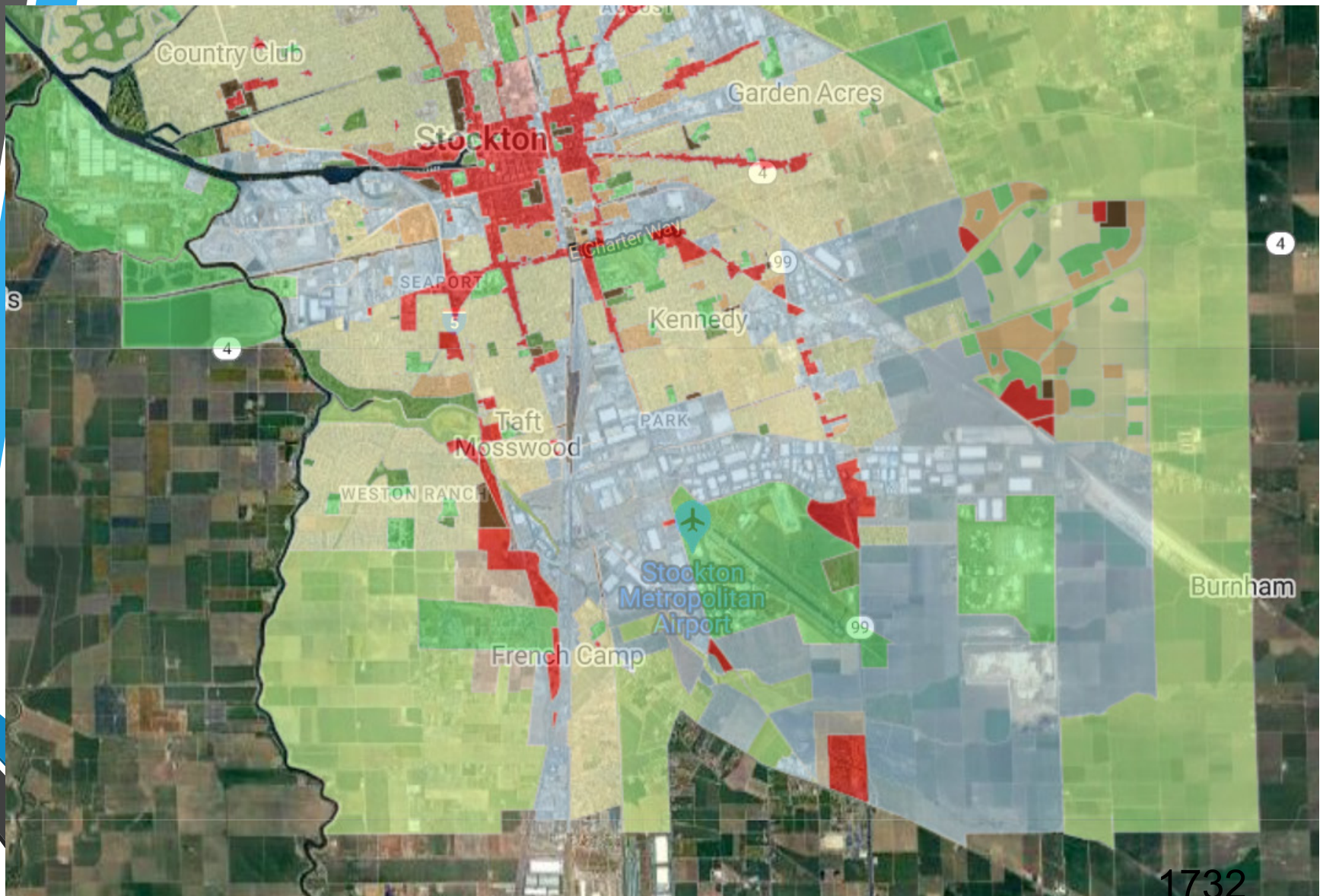
- Agregar un requisito de retroceso del edificio con una relación de retroceso a altura de 2:1
- Prohibir el movimiento/acceso de cualquier camión (EV o combustible) dentro de una zona de influencia de 300 pies adyacente a receptores sensibles.
- Eliminar dos excepciones adoptadas relacionadas con limitaciones físicas y vehículos de cero emisiones.

Restricciones de retroceso (cont.)

Consideraciones:

- Impactos en el diseño del sitio del proyecto a través de restricciones a la ubicación de los edificios, opciones de ubicación de estacionamiento y acceso, y lo que podría ubicarse dentro de la zona de influencia de 300 pies.
- Impactaría significativamente el diseño del sitio para proyectos más pequeños y requeriría área de terreno adicional.
- Solicitudes de anexión aceleradas y la consiguiente conversión prematura de tierras agrícolas.

Áreas industriales del Plan General (azul)



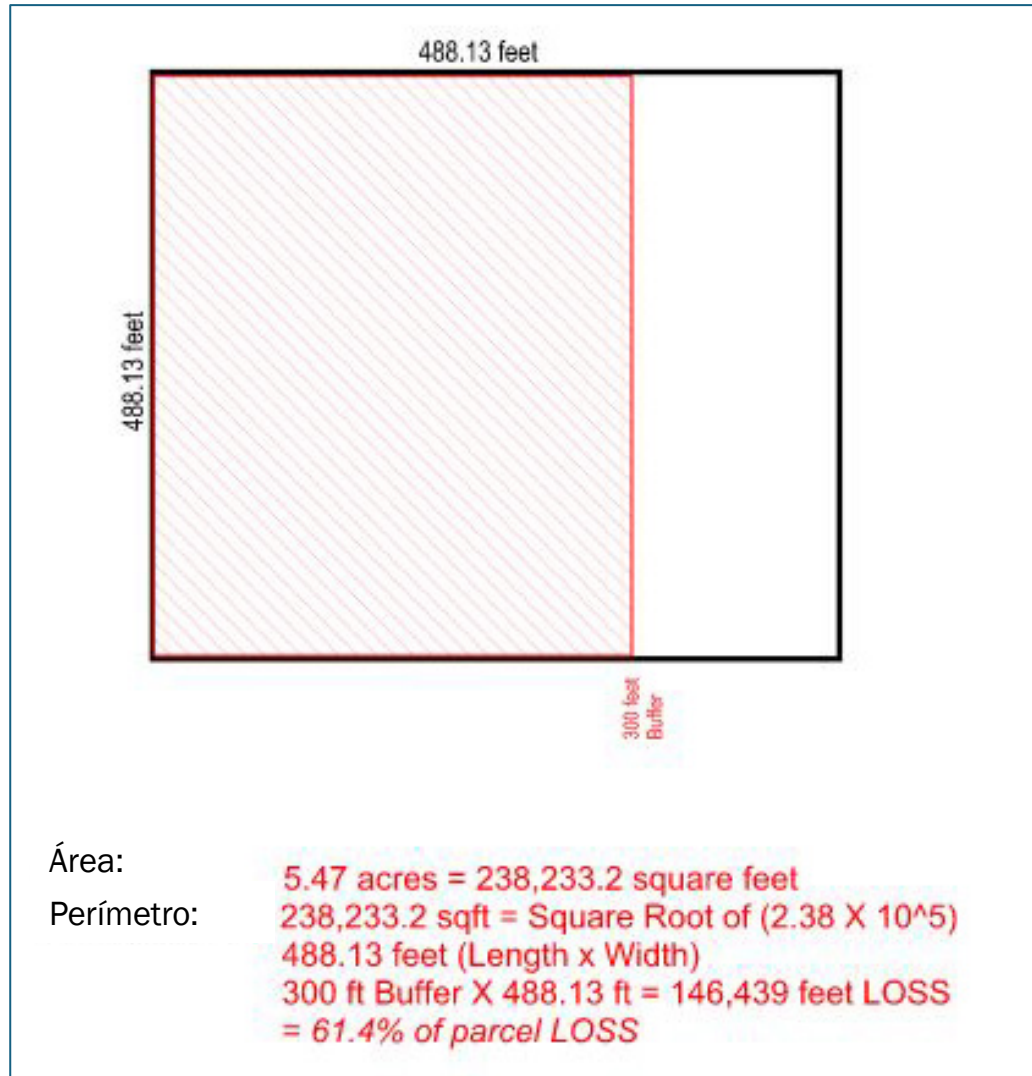
Tamaños de almacén y terreno requerido*

→
Tamaño del
almacén
logístico y
superficie
necesaria

Tamaño potencial (pies cuadrados)	Cobertura promedio	Tamaño estimado del proyecto (pies cuadrados)	Tamaño estimado del proyecto (ac)
100,000	0.42	238,095.24	5.47
200,000	0.42	476,190.48	10.93
300,000	0.42	714,285.71	16.40
400,000	0.42	952,380.95	21.86
500,000	0.42	1,190,476.19	27.33
600,000	0.42	1,428,571.43	32.80
700,000	0.42	1,666,666.67	38.26
800,000	0.42	1,904,761.90	43.73
900,000	0.42	2,142,857.14	49.19
1,000,000	0.42	2,380,952.38	54.66

* Basado en el lenguaje adoptado de la Ordenanza

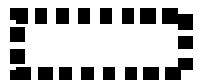
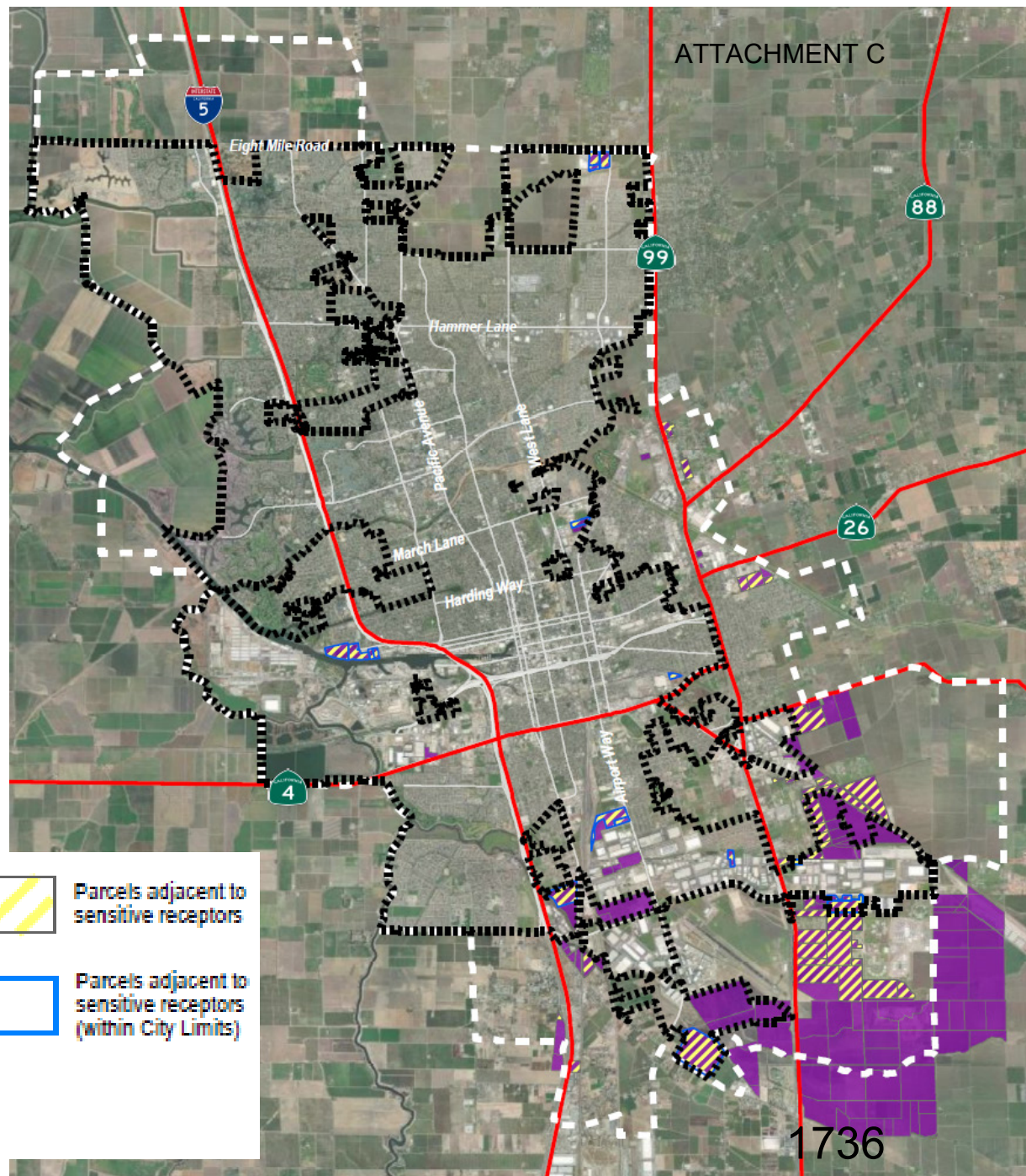
Ejemplo de proyecto de retroceso





Parcelas industriales vacantes

Más de 5.5 acres
(requerido para un desarrollo de más de 100,000 pies cuadrados)



Stockton City Limits



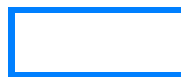
Stockton Sphere of Influence (SOI)



Large Industrial Parcels



Parcels adjacent to sensitive receptors

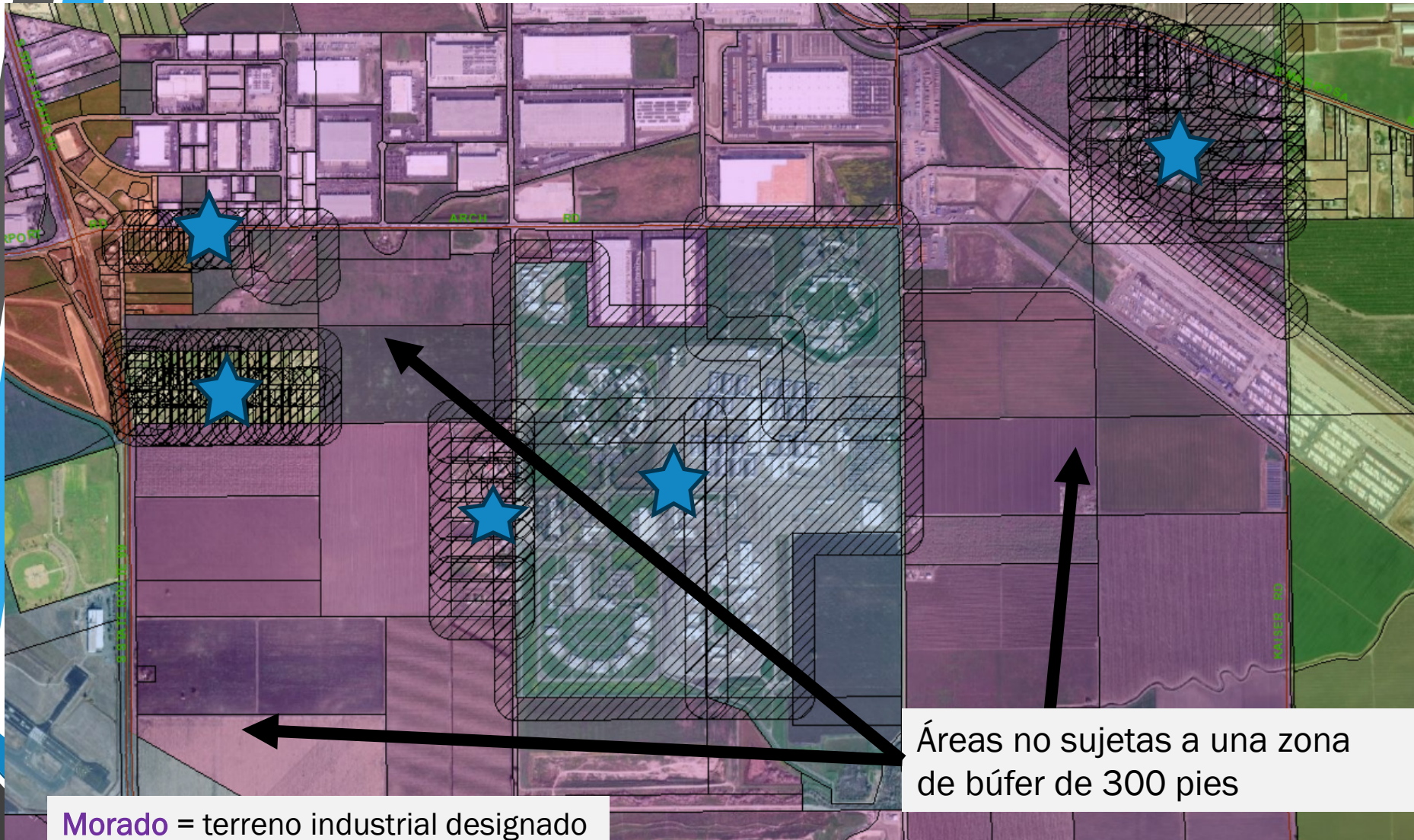


Parcels adjacent to sensitive receptors (within City Limits)

Ejemplo de retroceso/búfer #1



Ejemplo de retroceso/búfer #2



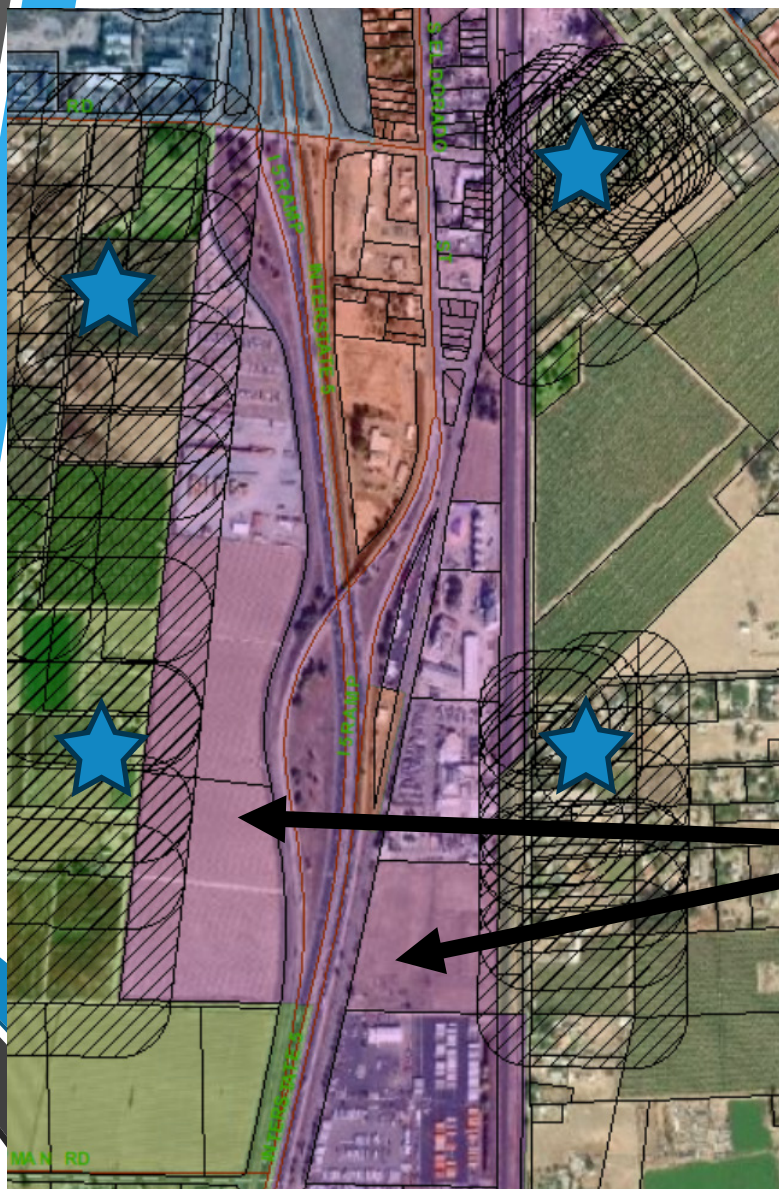
Áreas no sujetas a una zona de búfer de 300 pies

Morado = terreno industrial designado

Sombreado = Búfer de 300 pies

★ Estrellas = Ubicación del receptor

Ejemplo de retroceso/búfer # 3



Áreas no sujetas a una zona
de búfer de 300 pies

Morado = terreno industrial designado
Sombreado = Búfer de 300 pies
 ★ Estrellas = Ubicación del receptor

Tamaño aumentado

Origen: Chamber of Commerce / San Joaquin Partnership

Modificación(es) propuesta(s): Aumentar el requisito de tamaño mínimo aplicable de los 100,000 pies cuadrados adoptados a 400,000 pies cuadrados o más.

Tamaño aumentado (cont.)

Consideraciones:

- Las instalaciones más pequeñas (de 100,000 a 399,999 pies cuadrados) no estarían sujetas a los estándares de almacén.
- Durante los últimos 7 años, el proyecto típico de almacén logístico midió aproximadamente 420,000 pies cuadrados.
- Los últimos 10 proyectos de logística titulados midieron un tamaño total promedio de 700,000 pies cuadrados a 1,000,000 pies cuadrados.
- Desde 2016, se han aprobado 37 permisos de construcción para nuevos almacenes de 100,000 pies cuadrados o más (tamaño promedio $\pm 420,000$ pies cuadrados)
- El tamaño requerido se alinea con otros ejemplos de ciudades proporcionados por la Oficina del Procurador General (es decir, Fontana)
- Se prevé que el aumento reduciría el impacto en las instalaciones y propietarios más pequeños (es decir, empresas que no pertenecen a Fortune 500).
- Se prevé que los tamaños mínimos de lote para nuevas instalaciones aumenten de 5.5 acres a 21 acres según el tamaño de lote típico necesario para instalaciones de 100,000 y 400,000 pies cuadrados.

Aplicabilidad de la anexión

Origen: Holman Investors, LLC

Modificación(es) propuesta(s):

Las normas adoptadas de la Ordenanza de almacén no se aplicarán a ningún edificio nuevo construido en una propiedad ubicada dentro de los límites existentes de la ciudad de Stockton antes del 31 de diciembre de 2023.

Consideraciones:

- Los estándares solo se aplicarían a proyectos industriales calificados anexados después del 31 de diciembre de 2023.
- Los proyectos autorizados que estaban ubicados dentro de los límites de la ciudad antes del 31 de diciembre de 2023 estarían exentos de los estándares de almacén adoptados según esta modificación.

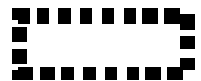
Aplicabilidad de la anexión

Consideraciones:

- Los estándares solo se aplicarían a futuros proyectos de anexión.
- No está claro si la solicitud se aplicaría a las anexiones bajo el requisito de tamaño mínimo o a las anexiones aprobadas pero posteriormente modificadas para permitir usos industriales.
- El código actual ya analiza la aplicabilidad del proyecto y los derechos “adquiridos” de las aplicaciones cuando se adopta una nueva norma.
- Parece más una solicitud impulsada por políticas sobre cómo la Ciudad desea utilizar los nuevos estándares de almacén, que un medio adicional para asegurar los derechos de desarrollo.

Parcelas industriales vacantes fuera de los límites de la ciudad

Más de 5.5 acres



Stockton City Limits



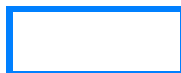
Stockton Sphere of Influence (SOI)



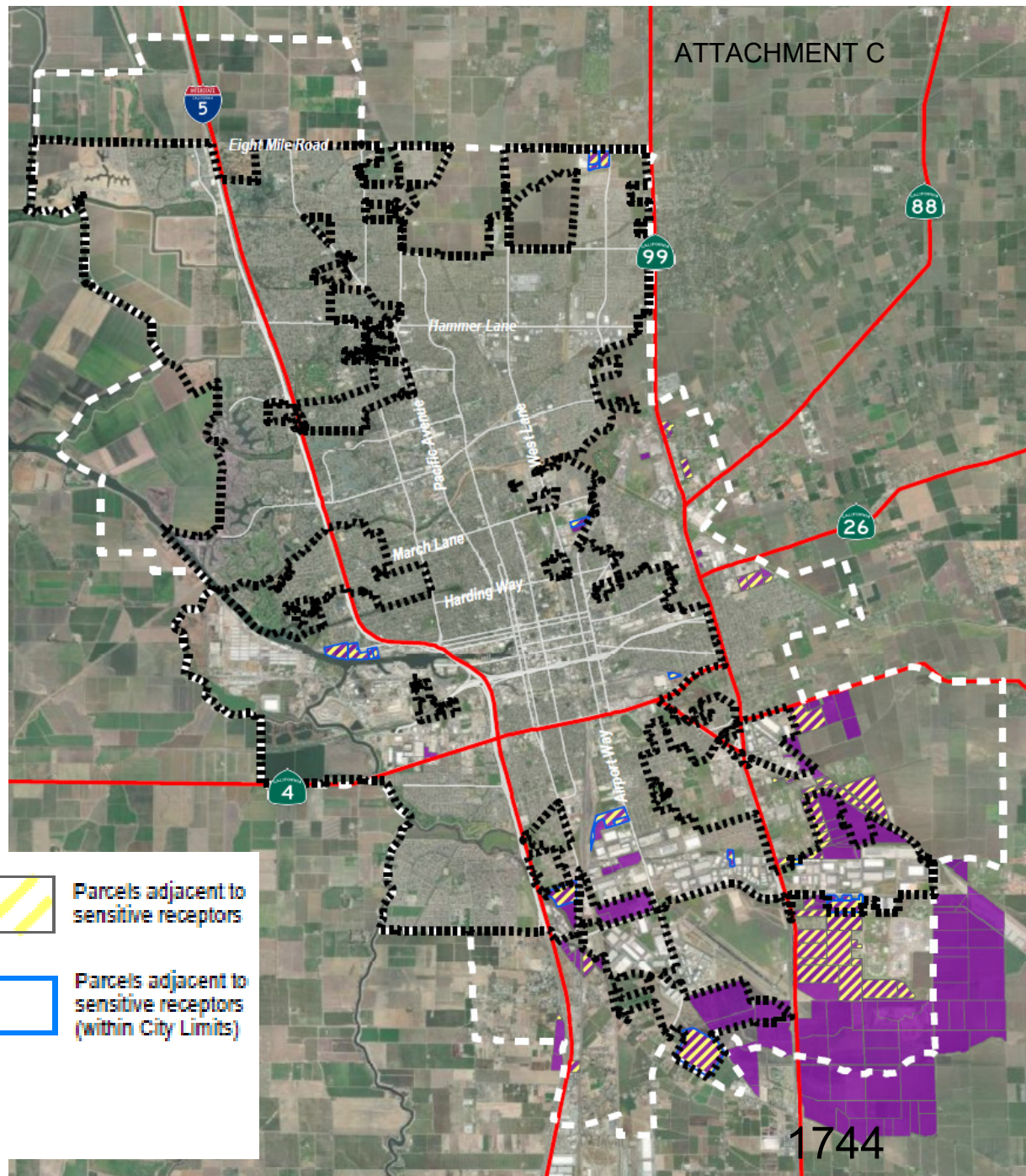
Large Industrial Parcels



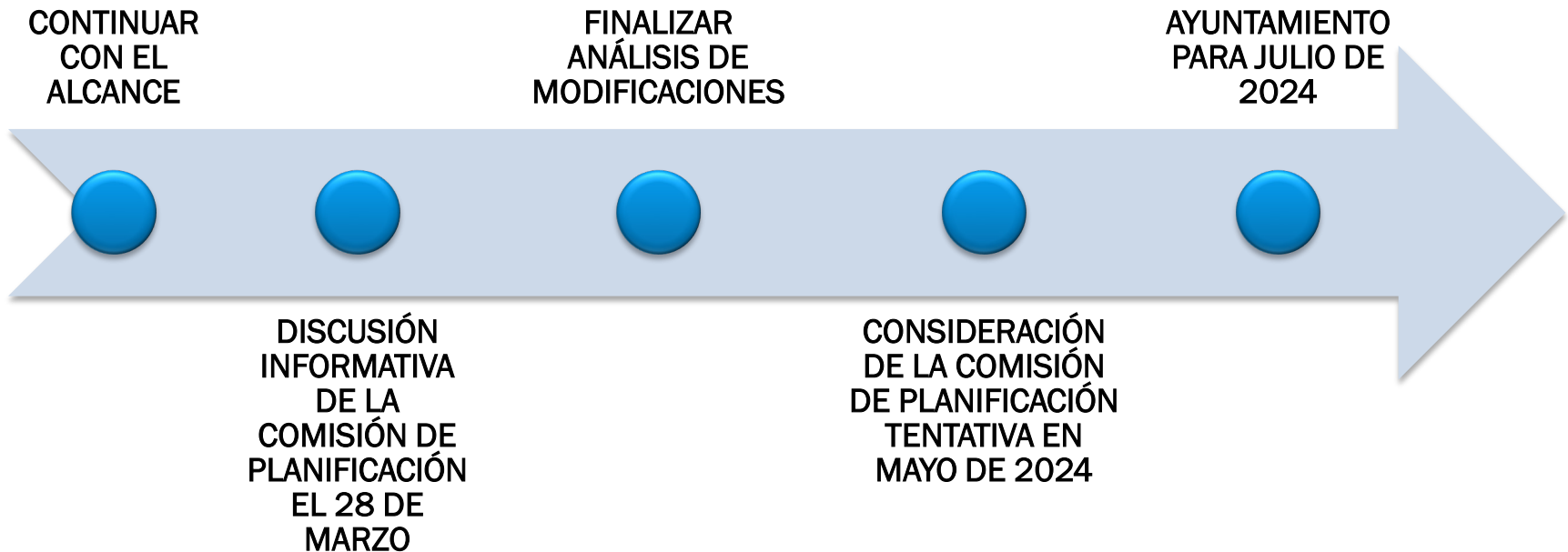
Parcels adjacent to sensitive receptors



Parcels adjacent to sensitive receptors (within City Limits)

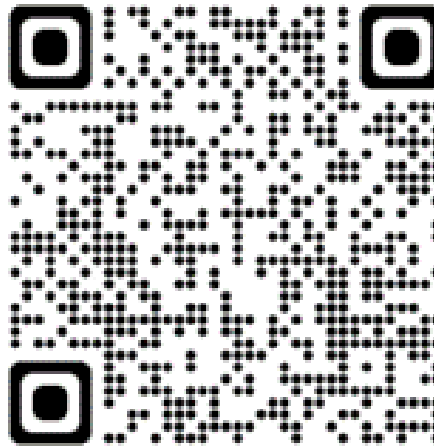


Próximos pasos



¿PREGUNTAS?

Para obtener un enlace e información para asistir en línea, utilice el código QR o visite el sitio web:



Contacto:

Community Development Department
Matt Diaz, Advanced Planning Manager
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8598 - o - Matt.Diaz@stocktonca.gov

WAREHOUSE ORDINANCE AMENDMENT
PUBLIC WORKSHOP MEETING NOTES

DATE: March 6, 2024

TIME: 5:00 PM – 7:00 PM

PLACE: Robert J. Cabral Agricultural Center, 2102 E. Earhart Avenue, Assembly Room 2, Stockton, CA 95206

STAFF PRESENT: Stephanie Ocasio, CDD Director; Michael McDowell, CDD Assistant Director; John Schweigerdt, Building Deputy Director; Matt Diaz, Advanced Planning Manager; Adriana Guerrero, Executive Assistant; Anson Lihosit, Senior Planner.

ATTENDEES: 30 in person.

RE: Proposed Amendments to the Warehouse Ordinance

City of Stockton Community Development Department staff met with the public to review and discuss the proposed amendments to the Warehouse Ordinance. Stephanie Ocasio, CDD Director, presented the introduction, schedule and ground rules for the meeting. Attendees were allowed to provide comments in person at the meeting, via message over the Microsoft Teams online chat, in writing on the proposed modifications posters or on a written notecard. Matt Diaz, Advanced Planning Manager, presented the remainder of the presentation over the background history and the proposed modifications to the Warehouse Ordinance. For the meeting discussion, the modifications were ordered differently in the presentation than the documents online. To save time, the order of the modifications in the presentation were arranged by order of least challenging to most challenging.

Proposed Modification 1: Solar Installation

“The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.”

Considerations:

Current processes and standards already require this for entitlements and construction (Building) permit approval. Possible inclusion in Code for clarification.

- No comments were made by the public.

Proposed Modification 2: Truck Charging

Facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks. Conduit should be provided on the site to serve 50%

of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations.

Considerations:

Potential to increase future EV charging stations and EV-ready facilities. Potential added cost for additional spaces. (CALGreen Code currently has EV infrastructure requirements for medium-duty and heavy-duty trucks for warehouse uses. In addition to the conduit requirements, CALGreen requires upsizing of the electrical service and designated areas for future electrical equipment.)

- District 2 Councilmember Dan Wright spoke. There seemed to be a desire to have a commitment to charging. The ordinance should state that as a result of bringing a warehouse into Stockton, they need to increase the charging infrastructure.
- Matt Diaz responded. That is what the result of the modification would be. Long Beach, CA and the Gateway Cities have found that the energy capacity to charge one truck may be too great for one facility to handle. They have been pushing these charging facilities to dedicated fuel stations. Fuel stations are better equipped to handle this kind of energy capacity.
- District 2 Councilmember Dan Wright spoke. What we don't want is the warehouse coming in and somehow the infrastructure isn't increasing. Another city may be gaining the benefit from the infrastructure gains, even though we have the warehouse in our community and our roads suffer from all the trucks driving on them. I'm not 100% committed that it must be on the warehouse site, but the infrastructure must be within the city.
- Trevor Smith spoke. The Ordinance does require onsite charging for trucks in a designated area where conduit would be run to. As a consultant, I am getting calls from companies that are looking for sites to build future gas stations for electric trucks. They are concerned with PG&E's infrastructure, not the City of Stockton's infrastructure. PG&E cannot support the demand that these future gas stations will require. PG&E needs to get their act together and then the companies will start coming here.
- Mike Souza spoke. I was going to say the same thing as Trevor. It is a waste of material and money to put charging on dock doors. That is not where the truck is going to charge. They will charge at on-site facilities or will go to the future stations. I have also received calls over these uses. PG&E's infrastructure is very constrained in Stockton.
- Matt Diaz responded. Some of the more regional or universal issues may be better for the update of the Climate Action Plan that will begin later this year. This is on our radar. The modification presented would increase capacity for EV conduits.
- Online comment from Mary Elizabeth. This is the problem with 1990's mitigation fees for roads.

Modification 3: Automobile Charging

At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles.

Considerations:

- Amendment requests 10% EV ready parking spaces (CALGreen Code currently requires between 16%-40% EV ready spaces).
- Amendment requests 5% EV equipped parking spaces (CALGreen Code currently requires between 4%-7% EV equipped spaces).
- Amendment includes a maintenance requirement for the EV charging stations (CALGreen Code does not include a maintenance provision related to EVs).
- Potential requirement of additional EV charging spaces in limited situations.
- Added cost for additional spaces.

- No comments were made by the public.

Modification 4: Setback Restrictions

Add a building setback requirement of 2:1 setback-to-height ratio. Prohibit any truck (EV or fuel) movement/access within a 300-foot buffer adjacent to sensitive receptors. Remove two adopted exceptions pertaining to physical limitations and zero emission vehicles.

Considerations:

- Impacts to project site design via restrictions to building placement, parking and access location options, and what could be located within the 300-foot buffer.
- Would significantly impact site design for smaller projects and require additional land area.
- Accelerated annexation requests and resulting premature conversion of agriculture lands.

- Online comment. Could you please state in the chat the existing code section in values?
 - Matt Diaz responded. It is on the newly adopted ordinance online. Staff will check and clarify later in the meeting.
- Online comment. Were there no regulations for setbacks in terms of warehousing prior to the adoption of the Ordinance?
 - Matt Diaz responded in the affirmative. There were setback requirements for warehouses. If the warehouse wasn't located adjacent to a sensitive receptor, then the setback was twenty feet. If the warehouse was located adjacent to a sensitive receptor, it was a 1:1 ratio. This would double that requirement for anything next to a sensitive receptor and include a prohibition of any truck movement/parking within that 300-foot area.
- Online comment. Tiered setback standards are possible for different warehouse sizes. See the City of Riverside, Title 19 standards. It sets different setback distances between 10,000 and 100,000 square foot warehouses.
 - Matt Diaz responded. I think we looked at some of that for the original adoption. The 2:1 example came from the Attorney General's Office. If you want a bigger facility, the larger the setback.
 - Stephanie Ocasio responded. I believe that during some of the public hearings our local environmental justice advocates stated that the 2:1 requirement was an acceptable figure.
 - Matt Diaz agreed. Yes. There was consensus on the 2:1 requirement.
- Online comment. On the acreage map, I didn't notice all of Mariposa Lake included.

- Matt Diaz responded. We did our best to identify that. Mariposa Lakes does have some industrial properties, but it has not been subdivided or officially annexed yet. Mariposa Lakes is a potential added industrial designation. There may be changes to that project in the future: potentially an amendment. If so, that project will be reviewed at a public hearing in the future.
- Online comment. Follow up question. Would those potential limits go through the CEQA process?
- Matt Diaz responded in the affirmative. Yes. All annexations require review based on the California Environmental Quality Act (CEQA). CEQA is a discretionary review not a ministerial review.
- District 2 Councilmember Dan Wright spoke. I would like to add onto that. Any state laws that may pass in the meantime, there are a lot of efforts to make approvals ministerial that increase housing. I would not assume that the state might not throw something down on us that we have no control over.
- Stephanie Ocasio spoke. Would an amendment to the Mariposa Lake approval require another CEQA review?
- Matt Diaz responded in the affirmative. Yes, it would. Even though the EIR was certified by the City Council, it still needs to go to the Local Agency Formation Commission (LAFCO) for approval. They are required to do a CEQA review of it as well.
- Online comment. Are there any ramifications for existing buildings that may have a newly levied buffer location over the top of it? Based on a sensitive receptor; Would it become non-conforming? I.E. along Arch Road?
- Matt Diaz responded. No. The ordinance would not affect existing buildings that were built to code. The same thing goes for entitlements or planning permits that were approved before the adoption of the ordinance, whether they were built or not.
- Stephanie Ocasio spoke. That is outlined in the City of Stockton Municipal Code Section 16.04.

Modification 5: Increased Size

Increase the applicable minimal size requirement from the adopted 100,000 square feet to 400,000 square feet in size or greater.

Considerations:

- Smaller facilities (100,000 to 399,999 square feet) would not be subject to the warehouse standards.
- Over the last 7 years, the typical logistics warehouse project measured approximately 420,000 square feet
- The last 10 entitled logistics projects measured an average total size range of 700,000 square feet to 1,000,000 square feet
- Since 2016, 37 building permits have been approved for new warehouses 100,000 sf or greater (average size ±420,000 square feet)
- The size required aligns with other City examples provided by the Attorney General's Office (i.e., Fontana)
- It is anticipated the increase would lessen the impact on smaller facilities and owners (i.e., non-fortune 500 companies).

-Minimum lot sizes for new facilities are anticipated to increase from 5.5 acres to 21 acres based on typical lot size needed for facilities of 100,000 and 400,000 square feet in size.

- Online comment. I think throughput is an important consideration, not just size.
- Matt Diaz responded. That is accurate. There are some examples from other cities that have adopted similar ordinances. The City of Fontana was an example given to us from the Attorney General's Office. They had a break out range of 100,000-400,000 square feet.
- Online comment. The size required does not align with the City of Riverside, which ranges from 10,000-100,000 square feet, or County of Riverside, 250,000 square feet. Are there any other examples besides Fontana for the 400,000 square feet? (Follow up: Throughput is the amount of material of items passing through a system or process, such as output or production.)
- Matt Diaz spoke. Throughput is a more accurate reflection of how you would regulate a facility versus size. We focused on the examples that were given to us for how to regulate logistics warehouses and not all types of warehouses. We should look at the operations for the Climate Action Plans, where you can actually put restrictions on how they operate as opposed to how big they are. There was another example near Fontana that was 400,000 square feet. We talked to an environmental professional down south. Everyone has a slightly different warehouse market. Ours is similar to the Gateway Cities area.
- Trevor Smith spoke. Where is logistic warehouses defined? He provided an example of a client, that manufactures a product. Is this a logistic warehouse? He later provided more detail that the client makes soap and has one or two trucks leave the facility a day.
- Matt Diaz provided the definition of logistic warehouse and recommended that the client contact the Planning Department. That is a universal definition for logistic warehouses. It would be very difficult to lock down what a logistic is. There are warehouses that have truck movement that take goods and services to other areas. How do we separate that from an Amazon or another large Fortune 500 retailer?
- District 2 Councilmember Dan Wright spoke. Are we able to make our own definition?
- Stephanie Ocasio spoke. The definition was directed by the state Attorney General's Office for the creation of the warehouse ordinance.
- Michael McDowell spoke. The City of Stockton could decide on a definition on our own.
- District 2 Councilmember Dan Wright responded that the definition seems incomplete. The amount of truck traffic is an important consideration.

Modification 6: Annexation Applicability

Adopted Warehouse Ordinance standards shall not apply to any new building constructed on property located within the existing City of Stockton City Limits prior to December 31, 2023.

Considerations:

-The standards would only apply to qualifying industrial projects annexed after December 31, 2023.

-Entitled projects that were located within the City Limits prior to December 31, 2023, would be exempt from adopted Warehouse standards under this modification.

- Standards would only apply to future annexation projects.
- Unclear if the request would apply to annexations under the minimum size requirement or annexations approved but later amended to allow industrial uses.
- Current code already discusses project applicability and “vested” rights of applications when a new standard is adopted.
- Seems more a policy-driven request on how the City wishes to utilize the new warehouse standards, than an additional means to lock in development rights.

- Matt Arnaiz spoke. Where the city limits were located on the Vacant Industrial Parcels Outside of City Limits map?
- Matt Diaz spoke. The city limits can be very erratic, especially when you get in the southern end.
- Matt Arnaiz spoke. So, there was a big block of purple that is not in the city?
- Matt Diaz spoke. Yes. Each project is going to be assessed going forward. Do we want to do this extra layer of added requirements for only specific projects. We are still exploring how to use the ordinance that was adopted.
- District 2 Councilmember Dan Wright spoke. This particular proposal has two competing elements. One is respect for economic development and the plans/investments that people have made in advance to do particular projects. This competes against this idea that we have to mitigate for sensitive receptors. There has to be a sweet spot. We cannot have a policy that says even though you’ve invested tens or hundreds of thousands of dollars, maybe more, we are going to implement a new rule after the fact. You must respect both issues.
- Matt Arnaiz spoke. In both agreements: the Sierra Club agreement and the Attorney General’s agreement, it talks about future projects and requirements of new mitigation measures. An existing project that has been annexed into the city already is not subject to new mitigation. I agree with what Councilmember Wright was talking about. I have a property that was annexed in 2008, which I have invested a lot of time and money into to try to get it ready for the market. This is a whole new wrinkle that could set it back, who knows for how long.
- Matt Diaz spoke. He explained the process for different types of projects. He provided the difference between ministerial review and discretionary review. Ministerial review is by-right, objective, a standard review. Discretionary review is subjective, mitigation measures, subject to CEQA review and subject to conditions. In a normal project in the annexation area, all entitlements require discretionary review. They must go through that type of process, no matter what they are proposing. For projects on land that is vacant within the city limits, if you were proposing a new warehouse that is allowed by right by our code: we consider that ministerial. There is no conditional review or CEQA review. It is an objective review of whatever our Code says. The process is what we want to do for sites that do not have vested entitlements. Usually, a vested entitlement has received completeness, noticed for public hearing, or you have an approved project before the code was adopted. This would only apply for anything that does not have an entitlement or building permit on site, that is vacant and within city limits.

Stephanie Ocasio completed the presentation describing the next steps in the process including an informational discussion on the March 28, 2024, Planning Commission meeting.

- Trevor Smith spoke. Will the March 28, 2024, meeting include a public comment period?
- Stephanie Ocasio spoke. It will be a public noticed meeting, so the public will have the opportunity to comment. There will be a two-minute limit and the Chair will have the option to extend that if they want to. You can provide comments in writing or verbally.
- Online comment. The comment about holding land for the future and rules change: If there has not been a project that was approved, the changed rule should apply. Will the workshop be limited to two minutes?
- Stephanie Ocasio spoke. Yes. It is a publicly noticed Planning Commission meeting. The public comment is limited to two minutes. That is set by the Mayor through the Council Policy Rules and that carries down to the boards and commissions.
- Online comment. An additional question over the two-minute maximum for the public comment period.
- Stephanie Ocasio spoke. That was just elaborated on and answered.

Stephanie Ocasio closed the presentation. She informed the attendees that they could continue to provide questions/comments to write on a notecard or reach out to Matt Diaz. His telephone and email were provided. A QR code was on the presentation slide that directs to the warehouse documents on the city website.

- Matt Diaz spoke. Please sign in on our sign in sheet in the back. You can sign up for email notifications.
- Jazmine Leak spoke. She thanked staff for making the space available for the community to meet and try to understand and develop good policy for people. She stated that she had difficulty with the Microsoft Teams chat and came in person late, due to that. She encouraged people to consider that there are people living in the neighborhoods around the industrial properties in South Stockton. These people are experiencing health impacts severely (cardiovascular disease and inability to breathe clean air) and over generations. It is a huge problem that we have ahead of us. More development that doesn't consider that, is only kicking the can further down the road and will be hurting people. I encourage us to think about what does a 21st century warehouse facility look like? How to protect the people that live there? That may require a deeper level of thinking. I appreciate the comments about the Climate Action Plan process, and I look forward to engaging in that.
- Online comment. The issue with PG&E should be considered a constraint to development.
- Stephanie Ocasio spoke. I think that is consistent with what was said. For the technical issues, we ran through this ahead of time to make sure it worked. I don't know what happened. I apologize for that.
- Comment from an attendee. Question for the Building Code staff. When was the electric charging Ordinance approved? There being some chargers on-site.
- John Schweigerdt spoke. Calgreen code has been required for several years now. Through state process, every three years that code gets updated. The most recent version was effective January 1, 2023. (2022 version) Within that code, it has minimum

requirements for EV charging and EV infrastructure. It is something that the state requires; regardless of whether the city adopts it or not.

- Follow up comment from the attendee. Are there facilities or projects that were passed, approved or built since then? Are they all going to have chargers?
- John Schweigerdt spoke. Yes. Any that were built recently and were subject to the Calgreen code need to have been EV capable, with the infrastructure. A number of those were required to have a charger. This applies to more than just warehouses. It applies to all new development, subject to Calgreen code. The Calgreen code has additional measures specific for uses like warehouses and grocery stores.
- Matt Diaz spoke. The state adopted a new Climate Reduction Plan to be climate neutral before 2045. Several types of professionals that staff has spoken with, have indicated that the state's new climate goal state is very progressive. The state is still trying to figure out how to act on that reduction target. We are anticipating that the Calgreen building code and air quality districts will be revised in the future to align with the new state projections.
- Online comment. How many chargers has the City required? What about the 2030 goals?
- Stephanie Ocasio spoke. The amount of chargers required would depend on the project size. She asked if the attendee's second question over goals was in reference to the Climate Action Plan or the 2040 General Plan?
- Matt Diaz spoke. The General Plan is a 2040 projection, for twenty-year growth within the city. The Climate Action Plan was adopted in 2015 or 2016. That Climate Action Plan was completed for the previous General Plan (2035 General Plan) and talked about climate reduction to AB32. This required reductions to 1990 levels. In 2018, the state said we achieved 1990 levels and no longer need to apply AB32. Since 2018, there have been a few governor directives, including carbon neutral by 2045. We can't rely on our current Climate Action Plan because it is so outdated to what state legislation is right now. As part of our Climate Action Plan update, not only are we going to discuss universal solutions to some of these climate problems and infrastructure problems, but we also have to talk about what else we want to do besides the states' goals. We are going to begin the process in 2024.
- Jazmine Leak spoke. Maybe we can look at the CalEnviroScreen map as a jumping off point. It shows a number of environmental indicators beyond air quality. We could ground ourselves in where we're at and where we need to go. This particular ordinance plays a role in shaping these concerns.
- Matt Diaz spoke. That map was included in the General Plan update. There was a small climate action analysis in the General Plan. It determined disadvantaged communities within the city and unincorporated disadvantaged communities in the city. Most of the area around downtown and below are within the disadvantaged communities.
- John Schweigerdt spoke. The progression of the state code requirements includes looking at the last code and making additions to it. Now you do have to install a certain number of chargers. That will only show up for projects that were built after January 1, 2023.
- Trevor Smith spoke. We hope that the Climate Action Plan will look at the regional impact of what is coming in through the Altamont and dumping in this valley. The Bay Area's fingerprint is on our air quality. I hope that is a big part of the plan.

- Matt Diaz spoke. Hopefully that will be part of it. There is a distinction between air quality and climate reduction. Air quality is regional for non-attainment areas.

The remainder of the meeting attendees were able to discuss the proposed modifications with staff or provide comments in writing.

Warehouse Ordinance Amendment
Public Workshop Comment Board
“Increased Size ”

Existing: Code currently includes a minimum size requirement of 100,000 square feet (SQFT) or greater for the new standards to be applicable.

Proposed: Increase the applicable minimal size requirement from the adopted 100,000 SQFT to 400,000 SQFT in size or greater.

Comments:

Use
Example: Riverside ~~50~~¹⁰,000 SQFT
200 ft+ Setback ++

✱All Projects should require Health Risk Assessments
(of any size)

Warehouse Ordinance Amendment

Public Workshop Comment Board

“Annexation Applicability”

Existing: No requirement or related standards included in the current code.

Proposed: The standards would only apply to qualifying industrial projects annexed after December 31, 2023. Entitled projects that were located within the City Limits prior to December 31, 2023 would be exempt from adopted Warehouse standards under this modification.

Comments:

How many projects
are pending prior to
current code? ++

* Preserve Existing Green Space, even if
General Plan calls for Industrial

~~*~~

Warehouse Ordinance Amendment

Public Workshop Comment Board

“Setback Restrictions”

Existing: Code currently includes standards for a 300-foot loading dock buffer next to sensitive receptors (i.e., homes, schools) and no new setback requirements for warehouses.

Proposed: Add a building setback requirement of 2:1 setback-to-height ratio. Prohibit any truck (EV or fuel) movement/access within a 300-foot buffer adjacent to sensitive receptors. Remove two adopted exceptions pertaining to physical limitations and zero emission vehicles

Comments:

In agreement with proposal
minimize health risks

*Tie Setback Requirement to Proximity to Residential
& sensitive receptors

*Vegetative Buffers are needed around
warehouse facilities & along Walker Slough

Warehouse Ordinance Amendment

Public Workshop Comment Board

“Truck Charging”

Existing: Code currently includes only HHD truck charging.

Proposed: Facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks.

Conduit should be provided on the site to serve 50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).

Comments:

What will happen
with the roads?

Truck routes w/ HHD,
especially

who will pay?

* What is the spill-off impacts due to
more trucks?

Warehouse Ordinance Amendment

Public Workshop Comment Board

“Automobile Charging”

Existing: Code currently does not include additional EV parking requirements beyond existing CALGreen Building standards.

Proposed: Facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks. Conduit should be provided on the site to serve 50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).

Comments:

Be in compliance with
CARB standards like (e.g. into law)

Put or add language

Warehouse Ordinance Amendment

Public Workshop Comment Board

“Solar Installation”

Existing: Code currently includes definitions for base power, options for using renewal energy, and building code requirements.

Proposed: Add following sentence *“The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.”*

Comments:

Micro grid can be option
to offset community consumption

Agree w/ proposal

* More solar, Fewer Warehouses

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE TO ESTABLISH NEW INDUSTRIAL WAREHOUSE DEVELOPMENT STANDARDS.

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

SECTION I: FINDINGS AND INTENT

The City Council is authorized by section 16.212.030 of the Stockton Municipal Code (SMC) to adopt amendments to Title 16 (Development Code) based on the Mandatory Findings of Fact for Development Code Amendments per SMC 16.116.050.

1. **Finding #1:** The proposed amendment ensures and maintains 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.

Evidence: The proposed amendments to Title 16 are needed for consistency with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents.

2. **Finding #2:** The proposed amendment will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

Evidence: The purpose of the proposed amendments is to comply with the General Plan policies to proactively mitigate potential impacts. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

3. **Finding #3:** The proposed amendment complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

Evidence: The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption (General Rule “Common Sense”)

CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not significantly impact the environment. The zoning code amendments would amend the City’s zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption

The General Plan Environmental Impact Report (GPEIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City’s zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GPEIR. Therefore, no additional environmental review is required per CEQA Guidelines section 15183 (Consistency with General Plan or Community Plan).

4. **Finding #4 (Development Code Amendments):** The proposed amendment would be internally consistent with other applicable provisions of this Development Code.

Evidence: The proposed amendments are needed to implement General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals

will be reviewed for their compliance with all federal, state, and local standards.

SECTION II: AMENDMENT OF CODE

Title 16, Chapter 16.80 (Standards for Specific Land Uses) of the Stockton Municipal Code (SMC) is amended to add a new Section 16.80.390 (Logistics Warehouses) to read, as follows:

16.80.390 Industrial Warehouse Standards

This section establishes standards for logistics warehouses in zoning districts where they are allowed in compliance with the provisions of Division 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

A. Applicability. The standards will apply to the following applications:

1. ~~To these standards shall apply to~~ all logistics warehouses ~~±~~400,000 square feet in size or greater. Logistics Warehouses are considered facilities used for the storage of farm products, furniture, household goods, or other commercial goods for distribution to wholesalers and/or retailers, including cold storage.
2. The standards provided in this section (SMC 16.80.390) shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.

B. Development Standards.

1. Site Plan Design. The following standards shall apply to all entitlement reviews (site plan), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. Unless determined to be physically impossible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300- feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. ~~The building and auto-parking can be located within the 300-foot distance.~~ A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in home daycare, health facilities (hospitals, long term care facilities, retirement, and nursing homes) or more than two directly contiguous residential units. The following may be included within the 300-foot distance: the building; auto parking; and other site design and use elements, including but not limited to, stormwater basins, employee gathering areas (daytime use), pedestrian and bicycle pathways, outdoor storage, and a drive aisle for auto, truck and emergency vehicle circulation around the building, provided the drive aisle is placed immediately adjacent to the building and not abutting a sensitive receptor

- b. A 20-foot landscaped planter (buffer) shall be installed along the property line adjacent to a sensitive receptor.
- c. The buffer shall be landscaped and not be less than 50 percent of the total buffer size with two rows of 15-gallon trees planted along the length of the property line adjacent to the sensitive receptor.
- d. The buffer landscape can include areas to be used for bioswales, retention/detention areas and/or other stormwater and water quality management areas in compliance with SMC Section 16.56 (Landscaping).
- e. The buffer area shall include a minimum 10-foot solid decorative wall(s), or landscaped berm and wall, or landscaped berm adjacent to sensitive receptors unless a noise analysis indicates an alternative height is needed for sound attenuation.
- f. All on and off-site landscaping shall comply with SMC Chapter 16.56 (Landscaping).
- g. All landscaping shall be drought tolerant and, to the extent feasible, comprised of species with low biogenic emissions. Palm trees shall not be utilized.
- h. All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth with no undue pruning.
- i. Tree maintenance shall comply with SMC Section 16.56 as a certified Landscape Architect must prepare the Preliminary and Final Landscape plan and certify the planting is water efficient at the time of construction permit approval.
- j. Trees shall be installed in automobile parking areas to provide at least 35% shade cover of passenger vehicular parking areas within fifteen years. Trees shall be planted that can meet this requirement. The 35% shade created by trees amount can be substituted for solar canopy upon approval by the Director.
- k. To facilitate the installation of future electric vehicle charging stations for light-heavy duty (LHD), medium-heavy duty (MHD), heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future LHD, MHD, HHD truck charging stations and the subject developer shall install conduit from the power source to the identified area.
- l. Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility.
- m. All truck turning movements at entrances, exits, and street intersections shall be located on local industrial, collector or arterial streets and all vehicle entries shall be designed to prevent truck access to local and back-up residential collector streets.
- n. All trucks and commercial vehicles serving the facility shall occur in compliance with the City of Stockton Truck Traffic Route Map in SMC 10.08.030 and Surface Transportation Assistance Act (STAA) Truck Route Map.
- o. Off-street loading shall comply with Section 16.64.110 Off-street loading space standards and Section 16.36.30 to ensure driveway access and onsite circulation are designed and maintained to

- increase public safety and reduce congestion on public streets.
 - p. Signs shall be posted inside and outside of the building and facility indicating all off-site parking is prohibited for adjacent street that do not permit parking.
 - q. All truck driveway exits shall include signs directing truck drivers to the truck routes identified in the City of Stockton Truck Traffic Route Map and State Highway System designations.
 - r. Upon commencement of operations, the tenant/operator of the facility shall be required to restrict truck idling on site to a maximum of three (3) minutes, subject to exceptions defined by CARB's commercial vehicle idling requirements.
2. Building Design. The following standards shall apply to all entitlement reviews (design review), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
- a. All qualifying facilities shall be constructed using "cool roof" materials with an aged reflectance and thermal emittance values that are equal to or greater than those specified in the current edition of the California (CAL) Green Building Tier 1 Standards.
 - b. Architectural and industrial coatings (e.g. paints) applied on the qualifying facility(ies) shall be consistent with the Volatile Organic Compound (VOC) content limits set by the San Joaquin Valley Air Pollution Control District (SJVAPCD) or the current edition of the California Green Building Standards Code (CALGreen), whichever is most restrictive. Developer or tenant is not required to exercise control over materials painted offsite.
 - c. Qualifying facilities shall be constructed in compliance with the most current edition of all adopted City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer of the qualifying facility(ies) shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built.
 - d. Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements.
 - e. The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the

following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program.

- f. Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen code. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks.
- g. The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index of not less than 78.
- h. Electrical Room Sizing. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
- i. Warehouse Dock Seal Doors. Exterior loading dock doors that are adjacent to conditioned or indirectly conditioned spaces shall have dock seals or dock shelters installed at the time of permitting.
- j. Onsite Equipment Infrastructure. Project should provide infrastructure to support charging of electric power onsite equipment.
- k. Demonstration of compliance with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510 (Indirect Source Review) is required prior to obtaining any building permit for a qualifying facility.

- I. Tenant/Operator of the qualifying facility(ies) shall enroll in the United States Environmental Protection Agency's SmartWay Program. Proof of enrollment shall be given to the Community Development Department prior to issuance of a Certificate of Occupancy of a Building Permit for the facility.
3. Construction Permit Approval. The following standards shall apply to all construction related activity associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. Qualifying facilities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements prior to beginning construction.
 - b. All off-road construction equipment, with a power rating of less than 19 kilowatts (e.g., plate compactors, pressure washers, shall be electric-powered.
 - c. Subject to all other idling restrictions, off-road diesel-powered construction equipment shall not be left in the "on position" for more than 10 hours per day.
 - d. Temporary electrical hookups to all construction yards and associated work areas shall be required.
 - e. Temporary signage shall be posted in public view throughout the construction site indicating truck idling lasting more than five (5) minutes is prohibited. The signs shall include contact information for the facility operator or designee responsible for receiving complaints (i.e. excessive dust, fumes, odors) for the site, and contact information for the San Joaquin Valley Air Pollution Control District's on-line complaint system and its complaint call-line for those interested in filing a complaint. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.
 - f. The construction contractor(s) shall maintain on the construction site an inventory of construction equipment, maintenance records, and datasheets, including design specifications and emission control tier classifications.
 - g. The facilities shall require the construction contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.
 - h. The facilities shall require the construction contractor to provide transit and ridesharing information for construction workers.

C. On-Going Operations: The following standards shall be implemented during all on-going business.

1. All forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers and warehoused goods, as well as landscaping maintenance equipment used on the site, shall be electrically powered or zero-emission unless new technology is determined to be commercially unavailable.
2. Where transport by temperature-controlled trucks or trailers is proposed, on-site electrical hookups shall be provided at loading docks. Idling or use of auxiliary truck engine power to power climate-control equipment shall be prohibited.
3. Employers shall provide employees with transit route and schedule information on systems serving the facility area and coordinate ridesharing amongst employees.
4. Employers shall provide on-site locations for food or catering truck service and cooperate with food service providers to accommodate food service to operations employees.
5. All outdoor areas allowing smoking shall be located at least 25 feet from the nearest property line.
6. All trucks, supportive vehicles and equipment shall be kept onsite in all loading, storage, and parking areas, and kept behind locked gates during nonbusiness hours.
7. Truck queuing, idling, or circling of vehicles, on public streets adjacent to the facility is prohibited.
8. Periodic yard and parking area sweeping shall be provided to minimize dust generation.
9. Diesel Generators are prohibited, except in emergency situations and during construction when establishing the facility's new electrical service connection. In those temporary cases, all generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

PREPARED BY

The City of Stockton Community Development Department with assistance from PlaceWorks (Climate, Economics, CEQA).

INTRODUCTION

On December 6, 2022, the City Council approved separate settlement agreements with the State Attorney General and Sierra Club, in conjunction with the approval of a warehouse development project. Both agreements obligated City staff to propose an ordinance to identify and apply feasible mitigation measures to qualifying warehouse and logistics facility projects to minimize their potentially significant environmental impacts. Per the settlement agreements, including a Memorandum of Agreement (MOA), a warehouse ordinance was required to be considered by the City Council by December 31, 2023.

On December 12, 2024, the City Council adopted a new industrial warehouse ordinance in relation to a specific industrial project in compliance with the separate settlement agreements between the City and the State Attorney General's Office (AG) and Sierra Club. During the adoption public hearing, in response to public comment, the Council directed staff to explore additional modifications to six development standards via an ordinance amendment for Council's approval consideration no later than July 2024. Those modifications include consideration of:

1. Increasing the warehouse size threshold for ordinance applicability.
2. Exempting projects located within the city limit as of 2023.
3. Adding a truck parking and driving setback.
4. Allowing future non-solar clean energy facilities.
5. Expanding electric truck charging infrastructure requirements.
6. Expanding electric automobile charging infrastructure requirements.

After outreach to local stakeholders, on March 6, 2024, the City hosted a public workshop on the proposed modifications at the Robert J. Cabral Agricultural Center from 5 p.m. to 7 p.m. The workshop was attended by 30 members of the public, with approximately 20 attending virtually via Teams. At the meeting, staff described the proposed modifications and responded to comments and questions raised by attendees. All hearing and workshop materials for the Ordinance are available on the Community Development Department "Zoning Update" webpage.

Project Description

The Project entails a City initiated amendment of the Stockton Municipal Code, Title 16 (Development Code), Chapter 16.80 (Standards for Specific Land Uses) to modify Section 16.80.390 (Logistic Warehouse). Per Title 16.116, the City Council is the review authority for amendments to the Development Code, based on the recommendation of the Planning Commission. The process for consideration entails providing public notice of and conducting public hearings, with any decisions needing to be supported by

required findings of approval.

Project Objectives

The warehouse ordinance, currently or if modified, applies to all qualifying logistics warehouse projects whether discretionary or ministerial and whether CEQA applies or not, to achieve the following objectives:

- Reduce potential environmental impacts through enhanced design standards.
- Balance the need for high-quality and sustainable design with project feasibility.
- Continue to streamline reviews and provide clarity in the development review process.
- Create consistency through objective design standards.
- Minimize future legal challenges through enhanced and objective design.

As stated at the December 12, 2023, City Council meeting, the City believes it has met all of the original obligations of the settlement agreements with the State Attorney General and Sierra Club, whether the ordinance is modified or not.

FEASIBILITY ANALYSIS

The following provides findings that incorporate feasibility analysis, explanations, responses to comments, and conclusions of staff's review of all proposed standards that require feasibility consideration consistent with the California Environmental Quality Act (CEQA). This feasibility analysis was prepared by the City with the assistance of outside consultants (PlaceWorks) hired independently by the City.

Feasibility is defined by CEQA as being: "...capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors" (Guidelines Section 15364).

This analysis focuses on the six modifications, pursuant to Council direction on December 12, 2023. The following summarizes each of the requested modifications and offers considerations for the Commission's review. These considerations are derived from potential impacts, or feedback received so far.

Modification #1: Increase Threshold from 100,000 to 400,000 square feet

Description

Consideration of the following change: *These standards shall apply to all logistics warehouses ~~400,000~~ 100,000 square feet in size or greater.*

Development Considerations

- Would increase the minimum applicability of logistics warehouse size from 100,000 to 400,000 square feet.
- Smaller warehouse facilities (100,000 to 399,999 square feet) would not be subject to the recently adopted warehouse standards.

- Size increase would lessen the unintended impacts on smaller business owners and operators (i.e., non-fortune 500 companies).
- Minimum lot sizes for new facilities could be increased by 380% as the anticipated minimum lot sizes needed to develop a new warehouse could increase from 5.5 acres to 21 acres based on typical lot size needed for facilities of 100,000 versus 400,000 square feet in size.
- The last 10 entitled logistics projects in Stockton measured an average total size range of 700,000 square feet to 1,000,000 square feet.
- Since 2016, 37 building permits have been approved for new warehouses 100,000 sf or greater (average size ±420,000 square feet) as shown on Exhibit 1-Warehouse Building Permits.

Environmental Considerations

The proposed modification would result in positive environmental effects on the environment by mitigating the effects of the large majority of logistic warehouse operations, which are greater than 400,000 square feet. The proposed threshold is consistent with statewide and local best management practices, including the original City of Fontana ordinance that has been recognized by the Attorney General for setting the bar for warehouse development regulations.

Feasibility

This amendment is not a development standard, but rather a threshold on the applicability of the adopted warehouse standards (SMC 16.80.390). Therefore, feasibility under CEQA is not applicable. However, this modification will continue to achieve the purposes of the adopted Ordinance (i.e. reduce potential environmental impacts of warehouse development) while insulating smaller warehouse operations from additional development standards that could render their projects/businesses financially impractical. Currently adopted warehouse standards could prevent smaller businesses from being able to continue or locate in Stockton due to the scale of development costs. Further, the 10 most recent logistics projects in Stockton have averaged 850,000 square feet, with individual operation size increasing consistently over the past decade. In the last 8 years, the average warehouse size has been approximately 420,000 square feet, indicating that the increased threshold is appropriate for Stockton.

Modification #2: Exempt Projects within the City Limit as of 2023

Description

Consideration of the following addition: *Warehouse Ordinance standards shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.*

Development Considerations

- The recently adopted Warehouse Ordinance (effective January 11, 2024) would not apply to new logistic warehouse facilities constructed on vacant properties that were located within the Stockton City Limits prior to December 31, 2023.

- Ordinance Standards would only apply towards future warehouse logistics development projects that were not currently in the Stockton City Limits as of December 31, 2023.
- SMC Section 16.04.050 already regulates project applicability and “vested” rights of completed applications when new Code standards are adopted. The inclusion of the additional “vesting” option would limit the City’s use of the warehouse standards to future annexation projects that meet the size thresholds. Either at the time of the annexation or after.
- This request refers to policy determination as opposed to land use - how the City wishes to utilize the new warehouse standards, rather than an additional means to lock in development rights.

Environmental Considerations

This modification would limit ordinance mitigation to new projects on land annexed into the City starting in 2024. It would need to be determined whether the ordinance would apply to rezoning of land (including prior annexations amended to allow industrial uses).

Feasibility

SMC Section 16.04.050 already regulates project applicability and “vested” rights of completed applications when new Code standards are adopted. It is not necessarily uncommon to identify certain exemptions from new Code standards, however language should clearly indicate that the exemption is specific to the issue at hand; in this case the applicability of SMC Section 16.80.390 on warehouse development projects located on lands annexed prior to December 31, 2023. Exempting adopted warehouse development standards on parcels currently in the City limits will increase the feasibility of logistic warehouse development on said parcels.

Modification #3: Adjustments to minimum setback standards when adjacent to sensitive receptors

Description

When abutting sensitive receptors:

- Addition of a 2:1 building setback to building height ratio requirement (i.e. 2 feet of setback from property line for every 1 foot of building height);
- Remove “physically impossible” consideration for unique site constraints in complying with 300-foot loading dock setback requirement;
- Remove the use of ‘EV only’ loading docks within the 300-foot loading dock setback area;
- Prohibit loading docks, truck entries and drive aisles within the 300-foot loading dock setback area;

Development Considerations

- Prohibition of all truck (Electric Vehicle and Fuel) movement, parking, and access within 300-feet of any sensitive receptor defined by code will impact future site design including building placement, location of parking, and access, with only landscaping allowed in the buffer area.

- The Change would achieve the Environmental Justice Alliance's desired result of completely prohibiting trucks within 300-feet of a defined sensitive receptor.
- Could significantly impact site design for smaller projects where the project site does not have enough spaces to accommodate a total restriction of trucks within 300-feet. For example, a 5.5-acre site proposing a 100,000 square foot warehouse facility could have a project boundary of around 480 feet x 480 feet. A 300-foot buffer restriction would restrict truck movement to less than 25-percent of the site of the entire project site should it be boarded on one side by a sensitive receptor.
- Could result in larger land annexations to accommodate the 300-foot buffer restriction.

Environmental Considerations

The proposed standard is consistent with State, local, and best management practices. The new loading standard maintains the intent of the existing 300-foot buffer requirement and increases the setback distance from the building to the sensitive receptors which will reduce noise, visibility, and possibly also odor impacts.

It is important to note that, absent adoption of the ordinance, ministerial projects would not be required to exceed minimum standards, therefore, these standards will lessen environmental impacts for all future projects and align with the State's objectives on reducing noise, visibility, and possible odor impacts to sensitive receptors.

The modification could increase air quality protection for adjacent sensitive receptors; however, an analysis would need to be performed, which would be difficult without project specific impacts to compare to.

This modification could also lead to the accelerated loss of farmland as future annexation projects may need to bring in additional acreage to accommodate the 300-foot buffer.

Feasibility

The adopted ordinance already includes a 300-foot setback for loading docks. This modification could significantly impact site design on parcels close to the current minimum lot size (5.5 acres for a 100,000 square foot warehouse). For example, truck movement on a 5.5-acre site proposing a >100,000 square feet facility would be restricted to less than 25% of the site, which is also where buildings would typically be located (see Attachment C - Workshop Presentation, "Setback Project Example" slide). Limitations on placement and size of buildings could severely reduce the feasibility of warehousing operations on smaller parcels. The current ordinance allows a smaller setback if loading docks are limited to only EV trucks within the 300-foot buffer.

Since the total amount of warehouse space would be significantly reduced by the restriction of truck movement (EV and fossil fuel) within the 300-foot buffer, it is infeasible due to its impracticality, technological and economic factors.

An analysis conducted by staff using Geographic Information Systems (GIS) mapping indicated that a 300-foot buffer would have a significant impact, reducing buildable area

by 60-80 percent for project sites 5-to-6 acres in size. Parcels that were large enough and not next to receptors that would trigger the buffer requirement were identified within the City's sphere of influence, but not in a legally eligible position to be annexed into the City as they were not contiguous to the City limits (defined as "territory adjacent to an agency to which annexation is proposed"), a State (Local Government Reorganization Act) and local requirement for annexation consideration. Thus, reducing the availability of developable land options for future annexation and potentially discouraging economic investment in Stockton.

This requirement could also result in the effective loss of all viable use of some industrial parcels in Stockton. Generally, an industrial developer makes full use of a site, given the needs for truck movement onsite, employee parking, stormwater management, and other needs. The required setback area could necessitate the developer purchasing additional land area that would provide no economic benefit for the property owner or tenant.

PlaceWorks reviewed ten recent Stockton warehouse projects¹, four of which appear as though a buffer would be required if developed under the proposed language. PlaceWorks estimates the total property line length for these four buffers would be 13,135 feet. Across the four sites, the 300-foot buffer would require the purchase of an additional 90.5 acres of land (assuming the developer builds similarly sized warehouses and simply purchases additional land to accommodate the buffer). This additional land area would be a 28 percent increase in site area for the four projects, with the individual sites requiring an increase in size ranging from 23 to 52 percent, without providing increased indoor operational capacity.

Based on an analysis of industrial property sales in San Joaquin County from 2021 to 2023, PlaceWorks, estimates the cost to acquire industrial zoned land at \$699,000 per acre. At this land value, the 300-foot buffer would increase the cost of development by \$15.8 million based on a weighted average for the four projects evaluated. If these projects were developed under the proposed language and had to purchase additional land to accommodate a 300-foot buffer, lease rates would need to increase by \$0.09 per square foot per month (based on a permanent loan for the full cost² of the additional land, with an interest rate of 7.07 percent, and a debt service coverage ratio of 1.45, representing third quarter 2023 market conditions as reported by RealtyRates.com). This would represent a 13 percent increase in the average lease rate, \$0.71 per square foot per month, as reported by CB Richard Ellis for Stockton in their *Central Valley Industrial Figures Q3 2023* report. Currently, Stockton has the third highest lease rates in the Central Valley, and an increase of \$0.09 would push it into second place, just behind Tracy, where the average lease rate is \$0.82. However, this accounts just for the cost of the land; the cost of providing landscaping also needs to be considered.

¹ Permit numbers: P19-0189, P20-0114, P20-0115, P20-0242, P20-0395, P20-0805, P21-0277, P21-0576, P21-0980.

² Typically, a construction loan might provide half the cost of land acquisition, with the developer's equity investment making up the remainder. It is very unlikely that a warehouse would be financially feasible if the developer is required to invest an additional \$7.9 million to purchase land that generates no economic activity. However, it is also not certain whether a developer would be able to finance the full buffer-area acquisition through the construction loan or permanent loan.

An alternative result could be an increase in larger annexation proposals in order to develop warehouses in accordance with the adopted ordinance – accelerating the permanent elimination of farmland, in direct contradiction with San Joaquin County General Plan (SJC GP)³, the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), and Sierra Club California Urban Growth Management Policy Guidelines⁴. Further, the premature conversion of farmland could create pressure to develop on surrounding agricultural lands, conflicting with SJC GP Goal LU-7 *Provide for the long-term preservation of productive farmland*.

Modification #4: Solar Equipment Installation Requirements

Description

Consideration of the following addition: *The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.*

Development Considerations

- Current permitting process already requires this for solar system construction permit approval.

Environmental Considerations

Solar is the only commercial-scale proven clean energy source to reduce GHG emissions typically associated with warehouse operations, but other clean energy sources are in development and realistically could emerge in the coming years. While the adopted warehouse ordinance includes new solar requirements and definitions, the proposed modification does not increase or decrease the amount of solar used in the project. Only how they are installed.

Feasibility

This modification would have no effect on feasibility in comparison with the solar requirement in the current ordinance.

Modification #5: Expand Electric Truck Charging Facilities

Description

Facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks. It also includes new Electric Vehicle Chargers Stations (EVCS) standards for EV truck conduits to be installed. This does not require charging stations, but instead, that truck docking stations provide EV ready hook-ups to meet future needs. Conduit should be provided on the site to serve

³ Goal LU -1.7 *Farmland Preservation*

⁴ <https://www.sierraclub.org/sites/default/files/sce/mother-lode-chapter/Website/Growth%20Management%20Guidelines.pdf>

50% of the number of truck docking stations. Location of conduit is at discretion of the developer (e.g., truck trailer parking spaces or docking stations).

Development Considerations

- Could potentially lead to more EV charging stations and EV-ready facilities.
- Potential added cost for additional spaces.
- Currently adopted California Green Building Standards Code (CALGreen) generally already requires this. In addition to the conduit requirements, CALGreen currently requires upsizing of the electrical service to accommodate future medium- and heavy-duty EVCS for warehouse uses.

CALGreen Code Section 5.106.5.4 requires installation of power supply equipment for medium- and heavy-duty electric vehicles in conjunction with new warehousing uses. Section 5.106.5.4.1 also requires electric vehicle charging readiness features, in part to avoid future demolition when adding EV supply and distribution equipment, including spare raceway(s) or busway(s) and adequate capacity for transformer(s). Service panels or subpanel(s) shall be installed at the time of construction in accordance with the California Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:

1. The transformer, main service equipment, and subpanels shall meet the minimum power requirement in Table 5.106.5.4.1 to accommodate the dedicated branch circuits for the future installation of EV supply equipment.
2. The construction documents shall include one or more location(s) convenient to the planned off-street loading space(s) reserved for medium- and heavy-duty ZEV charging cabinets and charging dispensers, and a pathway reserved for routing of conduit from the termination of the raceway(s) or busway(s) to the charging cabinet(s) and dispenser(s), as shown in Table 5.106.5.4.1.
3. Raceway(s) or busway(s) originating at a main service panel or a subpanel(s) serving the area where potential future medium- and heavy-duty EVSE will be located and shall terminate in close proximity to the potential future location of the charging equipment for medium- and heavy-duty vehicles.
4. The raceway(s) or busway(s) shall be of sufficient size to carry the minimum additional system load to the future location of the charging for medium- and heavy-duty ZEVs as shown in Table 5.106.5.4.1.
5. CALGreen Table 5.106.5.4.1: (shortened for clarity)

RACEWAY CONDUIT AND PANEL POWER REQUIREMENTS FOR MEDIUM- AND HEAVY-DUTY EVSE

BUILDING SIZE (SQUARE FEET)	NUMBER OF OFF-STREET LOADING SPACES	ADDITIONAL CAPACITY REQUIRED (KVA) FOR RACEWAY & BUSWAY AND TRANSFORMER & PANEL
20,000 to 256,000	1 or 2	200
	3 or Greater	400
Greater than 256,000	1 or Greater	400

Environmental Considerations

This modification is current business as usual since California Green Building Standards Code (CALGreen) generally already requires these facilities for warehouse uses.

Feasibility

Given that CALGreen standards generally mirror this requirement, determining feasibility is a moot point. Infrastructure for both medium duty and light duty EV trucks currently carries a substantial cost increase compared to that for diesel trucks; however, the extent of this added cost will vary depending on how many trucks in a fleet would meet the definition of being domiciled at the warehouse facility.

Due to the current market restrictions for providing a full EV fleet, it can be difficult to assess at the time of building permit how many EV spaces or capacity will be needed, but this modification only requires the installation of conduit and therefore does not consume site coverage that might be needed for other uses until EV truck parking is needed in the future.

Modification #6: Expand Electric Automobile Charging Facilities

Description

Consideration of the following additions:

- At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready, with all necessary conduit and related appurtenances installed.
- At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational, prior to building occupancy.
- Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles.

- Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

Development Considerations

- Potential additional EV charging and quick charging spaces.
- Potential added Cost for additional spaces.
- Current adopted California Green Building Standards Code (CALGreen) generally requires this. CALGreen currently has minimum requirements to provide EV capable spaces in quantities greater than the proposed amendment and substantially similar requirements for spaces provided with EV equipment. CALGreen currently requires Level 2 chargers or the highest-level Direct Current Fast Charging type.

CALGreen Code Section 5.106.5.3 Electric vehicle (EV) charging: Construction to provide electric vehicle infrastructure and facilitate electric vehicle charging shall comply with Section 5.106.5.3.1 and shall be provided in accordance with regulations in the California Building Code and the California Electrical Code. CALGreen Code Section 5.106.5.3.1 EV capable spaces: EV capable spaces shall be provided in accordance with Table 5.106.5.3.1 and the following requirements:

1. Raceways complying with the California Electrical Code and no less than 1-inch (25 mm) diameter shall be provided and shall originate at a service panel or a subpanel serving the area and shall terminate in close proximity to the proposed location of the EV capable space and into a suitable listed cabinet, box, enclosure or equivalent. A common raceway may be used to serve multiple EV capable spaces.
2. A service panel or subpanel(s) shall be provided with panel space and electrical load capacity for a dedicated 208/240 volt, 40-ampere minimum branch circuit for each EV capable space, with delivery of 30-ampere minimum to an installed EVSE at each Electric Vehicle Charging Station (EVCS).
3. The electrical system and any on-site distribution transformers shall have sufficient capacity to supply full rated amperage at each EV capable space.
4. The service panel or subpanel circuit directory shall identify the reserved overcurrent protective device space(s) as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE."

CALGreen Table 5.106.5.3.1

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EVCAPABLE SPACES	NUMBER OF EVCS (EV CAPABLE SPACES PROVIDED WITH EVSE)²
0–9	0	0
10–25	4	0
26–50	8	2
51–75	13	3
76–100	17	4
101–150	25	6
151–200	35	9
201 and over	20 percent of total ¹	25 percent of EV capable spaces ¹

CALGreen Code Section 5.106.5.3.2 Electric vehicle charging stations (EVCS): EV capable spaces shall be provided with EVSE to create EVCS in the number indicated in Table 5.106.5.3.1. The EVCS required by Table 5.106.5.3.1 may be provided with EVSE in any combination of Level 2 and Direct Current Fast Charging (DCFC), except that at least one Level 2 EVSE shall be provided. One EV charger with multiple connectors capable of charging multiple EVs simultaneously shall be permitted if the electrical load capacity required by Section 5.106.5.3.1 for each EV capable space is accumulatively supplied to the EV charger.

The installation of each DCFC EVSE shall be permitted to reduce the minimum number of required EV capable spaces without EVSE by five and reduce proportionally the required electrical load capacity to the service panel or subpanel.

Environmental Considerations

This modification is current business as usual since California Green Building Standards Code (CALGreen) generally already requires these facilities, including Level 2 chargers or the highest-level Direct Current Fast Charging type.

Feasibility

It can be very difficult to assess at the time of building permit how many extra EV spaces or capacity will be needed, and an initial estimate below actual demand could render future tenants in violation of this ordinance and lead to undue effort and cost to supplementing EV areas beyond the parking needed.

The California Green Building Standard Code (CALGreen) currently has minimum requirements to provide EV capable spaces in quantities greater than the proposed amendment and substantially similar requirements for spaces provided with EV equipment. CALGreen is currently adopted and enforceable in the City of Stockton per

Ordinance No. 2022-11-15-1203. The amendment requests 10% of all passenger vehicle spaces are EV capable spaces with 5% of all passenger vehicle spaces provided with EV equipment. For a typically sized warehouse development (row 5 or greater in the table above), CALGreen will require 16-20% EV capable spaces and 4-5% of spaces provided with EV equipment. Further, the amendment requests Level 2 chargers in EV equipped spaces. CALGreen already requires Level 2 chargers or the highest-level Direct Current Fast Charging type. This part of the request is not a higher standard than current minimum code. The 5% EV equipped requirement in the amendment may be slightly higher than current minimum code in some cases depending on number of spaces in the development, and current minimum code does not address the maintenance of EV equipment for the life of the facility as requested in the amendment. Given that CALGreen standards generally exceed this requirement, determining feasibility is a moot point.

SUMMARY

The City finds that the modifications would have the following environmental and economic benefits:

Feasibility Findings

- The proposed are consistent with statewide and local best management practices and will automatically correspond with changes in minimum building requirements (CALGreen) and air quality standards adopted by the State to meet State Carbon Neutrality objectives, including project reviews, construction standards and practices, and monitoring by regional and State agencies.
- The proposed measures are consistent with many General Plan policies for environmental review, and enhanced design standards.
- The proposed standards are consistent with the provisions of the Municipal Code and do not conflict with other industrial and zoning standards and would supersede any conflicting measure as they are specific to logistic warehouses of a certain size.
- The modifications have been designed to be objective and applied to all applicable projects.

Alternative Standards Findings

- Absent adoption of the ordinance modifications, discretionary and ministerial projects would still be subject to the existing warehouse ordinance. Discretionary projects are also subject to CEQA to mitigate any project related impact.
- The proposed modifications may result in added costs, but larger projects could offset the revenue loss from exempting projects less than 400,000 square feet.

Reduction of Environmental Impacts Findings

- The modifications provide some enhanced mitigation (buffer) for future project review that could lead to air quality through greater proximity from receptors to

trucks; area; however, many of the modifications seem to already be required per Building Code (EV auto and trucks) or current development practices (solar installation). While some of the active warehouse projects seeking entitlements are exempt from the warehouse standards, their environmental review includes analysis utilizing similar mitigation requirements.

- State and Regional Agencies will continue to enforce stricter climate change requirements regarding air quality, water quality, and building standards. All future projects will have to comply with state and local air quality and climate standards. This includes ministerial projects not subject to CEQA.

Exhibit 1- Warehouse Building Permits

ATTACHMENT E

Exhibit 1-Warehouse Building Permits

DATE OPENED	STATUS	STATUS DATE	RECORD ID	ADDR FULL LINE#	Category	Sub Category	Total Sq Ft	Current STATUS	DATE STATUS
12/29/2016	Issued	5/11/2017	BP16-08352	3534 IMPERIAL WY, STOCKTON, CA 95215	Warehouse	New Construction	187,644	Finalized	6/14/2018
1/19/2017	Issued	6/22/2017	BP17-00300	4532 NEWCASTLE RD, STOCKTON, CA 95215	Warehouse	New Construction	1,122,341	Finalized	5/18/2018
1/19/2017	Issued	7/5/2017	BP17-00302	4601 NEWCASTLE RD, STOCKTON, CA 95215	Warehouse	New Construction	388,183	Finalized	5/18/2018
1/19/2017	Issued	7/5/2017	BP17-00303	4733 NEWCASTLE RD, STOCKTON, CA 95215	Warehouse	New Construction	186,944	Finalized	5/18/2018
4/6/2017	Issued	9/7/2017	BP17-01999	8868 ARCH RD, STOCKTON, CA 95215	Warehouse	New Construction	506,844	Finalized	12/20/2018
2/28/2017	Issued	9/22/2017	BP17-01048	1052 PERFORMANCE DR, #100, STOCKTON, CA 95206	Warehouse	New Construction	164,000	Finalized	9/21/2018
8/7/2017	Issued	10/25/2017	BP17-05061	3923 S B ST, STOCKTON, CA 95206	Warehouse	New Construction	615,440	Finalized	7/18/2018
7/14/2017	Issued	4/3/2018	BP17-04391	1440 PERFORMANCE DR, STOCKTON, CA 95206	Warehouse	New Construction	185,193	Finalized	3/6/2019
4/17/2018	Issued	8/13/2018	BP18-03378	4747 LOGISTICS DR, STOCKTON, CA 95215	Warehouse	New Construction	285,480	Finalized	8/28/2019
8/10/2018	Issued	10/11/2018	BP18-06413	2829 W WASHINGTON ST, STOCKTON, CA 95203	Industrial	New Construction	124,695	Finalized	9/17/2019
9/12/2018	Issued	1/11/2019	BP18-07162	4580 LOGISTICS DR, STOCKTON, CA 95215	Warehouse	New Construction	709,556	Finalized	12/12/2019
1/23/2018	Issued	4/3/2019	BP18-01430	4239 POCK LN, STOCKTON, CA 95206	Industrial	New Construction	198,976	Finalized	5/4/2020
10/5/2018	Issued	4/25/2019	BP18-07696	6440 AVIATION DR, STOCKTON, CA 95206	Warehouse	New Construction	419,608	Final Pending	8/20/2020
11/5/2018	Issued	9/9/2019	BP18-08291	6444 ARCH RD, STOCKTON, CA 95215	Warehouse	New Construction	383,382	Finalized	10/15/2020
6/13/2019	Issued	1/15/2020	BP19-04141	2018 ZEPHYR ST, STOCKTON, CA 95206	Warehouse	New Construction	573,216	Finalized	6/30/2021
7/8/2019	Issued	6/8/2020	BP19-04757	4466 POCK LN, STOCKTON, CA 95206	Warehouse	New Construction	143,448	Finalized	8/18/2021
8/5/2020	Issued	12/9/2020	BP20-04778	6001 AUSTIN RD, STOCKTON, CA 95215	Warehouse	New Construction	638,985	Finalized	7/18/2022
12/9/2020	Issued	6/17/2021	BP20-08136	4441 ALITALIA AV, STOCKTON, CA 95206	Warehouse	New Construction	118,262	Finalized	7/22/2022
3/22/2021	Issued	7/28/2021	BP21-01936	4800 LOGISTICS DR, STOCKTON, CA 95215	Warehouse	New Construction	707,154	Re-Issued	3/22/2023
4/16/2021	Issued	11/8/2021	BP21-02651	8527 S AIRPORT WY, STOCKTON, CA 95206	Warehouse	New Construction	223,262	Finalized	8/23/2023
4/16/2021	Issued	11/8/2021	BP21-02652	8497 S AIRPORT WY, STOCKTON, CA 95206	Warehouse	New Construction	172,262	Finalized	9/13/2023
4/16/2021	Issued	11/8/2021	BP21-02650	8547 S AIRPORT WY, STOCKTON, CA 95206	Warehouse	New Construction	213,035	Finalized	8/22/2023
9/14/2021	Issued	12/22/2021	BP21-07103	3632 PETERSEN RD, STOCKTON, CA 95215	Warehouse	Addition	190,182	Finalized	9/26/2022
7/21/2021	Issued	2/9/2022	BP21-05443	2228 S SINCLAIR AV, STOCKTON, CA 95215	Warehouse	New Construction	197,876	Finalized	7/13/2023
7/21/2021	Issued	2/9/2022	BP21-05440	2216 S SINCLAIR AV, STOCKTON, CA 95215	Warehouse	New Construction	265,496	Finalized	8/3/2023
11/22/2021	Issued	4/28/2022	BP21-09155	5959 ARCH RD, STOCKTON, CA 95215	Warehouse	New Construction	599,668	Re-Issued	4/14/2023
9/28/2021	Issued	5/5/2022	BP21-07487	1021 INDUSTRIAL DR, STOCKTON, CA 95206	Warehouse	New Construction	833,220	Re-Issued	8/3/2022
9/27/2021	Issued	5/5/2022	BP21-07458	1021 INDUSTRIAL DR, STOCKTON, CA 95206	Warehouse	New Construction	121,660	Re-Issued	9/3/2022
9/27/2021	Issued	5/5/2022	BP21-07452	1021 INDUSTRIAL DR, STOCKTON, CA 95206	Warehouse	New Construction	176,285	Re-Issued	8/3/2022
12/6/2021	Issued	6/6/2022	BP21-09518	6440 E MARIPOSA RD, STOCKTON, CA 95215	Industrial	New Construction	922,894	Re-Issued	11/8/2022
4/29/2021	Issued	6/7/2022	BP21-02961	4810 FITE CT, STOCKTON, CA 95215	Warehouse	New Construction	122,146	Finalized	6/9/2023
2/10/2022	Issued	7/25/2022	BP22-01236	6401 S AUSTIN RD, STOCKTON, CA 95215	Warehouse	New Construction	654,304	Re-Issued	11/7/2022
1/31/2022	Issued	11/16/2022	BP22-00862	5150 ARCH RD, STOCKTON, CA 95215	Warehouse	New Construction	1,015,791	Re-Issued	10/3/2023
2/7/2023	Issued	6/29/2023	BP23-00919	1513 BOEING WY, STOCKTON, CA 95206	Warehouse	New Construction	104,514	Re-Issued	11/13/2023
2/7/2023	Issued	6/29/2023	BP23-00920	1619 BOEING WY, STOCKTON, CA 95206	Warehouse	New Construction	112,941	Re-Issued	11/13/2023
12/21/2022	Issued	12/21/2023	BP22-11833	5150 E MARIPOSA RD, STOCKTON, CA 95215	Warehouse	New Construction	1,422,961	Issued	12/21/2023

Resolution No. **2024-05-09-0501**

STOCKTON PLANNING COMMISSION

RESOLUTION RECOMMENDING THE CITY COUNCIL FIND NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED; AND ADOPT AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE, SECTION 16.80.390 RELATED INDUSTRIAL WAREHOUSE STANDARDS

On December 12, 2024, the Stockton City Council adopted a new industrial warehouse ordinance in compliance with separate settlement agreements between the City and the State Attorney General's Office (AG) and Sierra Club, in relation to a specific industrial project. During the adoption public hearing, in response to public comment, Council directed staff to explore six (6) additional modifications related to warehouse size and ordinance applicability and certain development standards via an ordinance amendment for their approval consideration no later than July 2024; and

In early 2024, Staff initiated the preparation of a potential amendment to existing warehouse ordinance by conducting research and gathering information on available standards and even hosted a Public Workshop on March 6, 2024, to solicit feedback from the public; and

On March 28, 2024, staff held an informational session with the Planning Commission to discuss and work through potential modifications to development standards as an amendment to the Industrial Warehouse Ordinance language. At the conclusion, Staff received direction from the Planning Commission, based on their consensus, for preparing ordinance that includes certain modifications to three of the six potential modifications under consideration, that related to warehouse size and ordinance applicability, and proposed code language to clarify EV truck types subject to required charging facilities. The three remaining modifications related to Setback, Solar, and EV Auto Charging Facilities were not supported for amendment; and

On May 9, 2024, the Planning Commission held a duly noticed public hearing, pursuant to Stockton Municipal Code (SMC) Section 16.116.040(D), to consider the proposed Amendments, at which all times all interested parties had the opportunity to be heard. At the conclusion of the meeting, the Commission expressed their preference for recommending the City Council adopt an Amendment to the Industrial Warehouse Ordinance; now, therefore,

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Pursuant to SMC Section 16.116.050(B), the Planning Commission makes the following Mandatory Findings of Fact for the Development Code Amendments:

- a. **Finding #1:** The proposed amendment ensures and maintains 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.

Evidence: The proposed amendments to Title 16 are needed for consistency with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents.

- b. **Finding #2:** The proposed amendment will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

Evidence: The purpose of the proposed amendments is to comply with the General Plan policies to proactively mitigate potential impacts. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

- c. **Finding #3:** The proposed amendment complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

Evidence: The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption (General Rule "Common Sense")

CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not significantly impact the environment. The zoning code amendments would amend the City's zoning standards to add enhanced development standards to logistic warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption

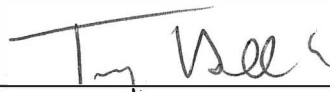
The General Plan Environmental Impact Report (GPEIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City's zoning standards to add enhanced development standards to logistic warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GPEIR. Therefore, no additional environmental review is required per CEQA Guidelines section 15183 (Consistency with General Plan or Community Plan).

- d. **Finding #4 (Development Code Amendments):** The proposed amendment would be internally consistent with other applicable provisions of this Development Code.

Evidence: The proposed amendments are needed to implement General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

2. The Planning Commission hereby approves a Resolution recommending the City Council adopt an Ordinance amending Title 16 of the Stockton Development Code, Section 16.80.390 (Exhibit 1), based on the findings and evidence detailed above.

PASSED, APPROVED, and ADOPTED May 9, 2024.


 TERRY HULL, CHAIR
 City of Stockton Planning Commission

ATTEST:


 MICHAEL MCDOWELL, SECRETARY
 City of Stockton Planning Commission



ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE SECTION 16.80.390 RELATED TO INDUSTRIAL WAREHOUSE STANDARDS.

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

SECTION I: FINDINGS AND INTENT

The City Council is authorized by section 16.212.030 of the Stockton Municipal Code (SMC) to adopt amendments to Title 16 (Development Code) based on the Mandatory Findings of Fact for Development Code Amendments per SMC 16.116.050.

1. **Finding #1:** The proposed amendment ensures and maintains 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.

Evidence: The proposed amendments to Title 16 are needed for consistency with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents.

2. **Finding #2:** The proposed amendment will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

Evidence: The purpose of the proposed amendments is to comply with the General Plan policies to proactively mitigate potential impacts. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

3. **Finding #3:** The proposed amendment complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

Evidence: The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption (General Rule "Common Sense")
CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not significantly impact the environment. The zoning code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption
The General Plan Environmental Impact Report (GPEIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GPEIR. Therefore, no additional environmental review is required per CEQA Guidelines section 15183 (Consistency with General Plan or Community Plan).

4. **Finding #4 (Development Code Amendments):** The proposed amendment would be internally consistent with other applicable provisions of this Development Code.

Evidence: The proposed amendments are needed to implement General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals

will be reviewed for their compliance with all federal, state, and local standards.

SECTION II: AMENDMENT OF CODE

Title 16, Chapter 16.80 (Standards for Specific Land Uses) of the Stockton Municipal Code (SMC) is amended to add a new Section 16.80.390 (Logistics Warehouses) to read, as follows:

16.80.390 Industrial Warehouse Standards

This section establishes standards for logistics warehouses in zoning districts where they are allowed in compliance with the provisions of Division 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

A. Applicability. The standards will apply to the following applications:

1. To all logistics warehouses 400,000 square feet in size or greater. Logistics Warehouses are considered facilities used for the storage of farm products, furniture, household goods, or other commercial goods for distribution to wholesalers and/or retailers, including cold storage.
2. The standards provided in this section (SMC 16.80.390) shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.

B. Development Standards.

1. Site Plan Design. The following standards shall apply to all entitlement reviews (site plan), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. Unless determined to be physically impossible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300- feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. The building and auto parking can be located within the 300-foot distance. A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in home daycare, health facilities (hospitals, long term care facilities, retirement, and nursing homes) or more than two directly contiguous residential units.
 - b. A 20-foot landscaped planter (buffer) shall be installed along the property line adjacent to a sensitive receptor.

- c. The buffer shall be landscaped and not be less than 50 percent of the total buffer size with two rows of 15-gallon trees planted along the length of the property line adjacent to the sensitive receptor.
- d. The buffer landscape can include areas to be used for bioswales, retention/detention areas and/or other stormwater and water quality management areas in compliance with SMC Section 16.56 (Landscaping).
- e. The buffer area shall include a minimum 10-foot solid decorative wall(s), or landscaped berm and wall, or landscaped berm adjacent to sensitive receptors unless a noise analysis indicates an alternative height is needed for sound attenuation.
- f. All on and off-site landscaping shall comply with SMC Chapter 16.56 (Landscaping).
- g. All landscaping shall be drought tolerant and, to the extent feasible, comprised of species with low biogenic emissions. Palm trees shall not be utilized.
- h. All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth with no undue pruning.
- i. Tree maintenance shall comply with SMC Section 16.56 as a certified Landscape Architect must prepare the Preliminary and Final Landscape plan and certify the planting is water efficient at the time of construction permit approval.
- j. Trees shall be installed in automobile parking areas to provide at least 35% shade cover of passenger vehicular parking areas within fifteen years. Trees shall be planted that can meet this requirement. The 35% shade created by trees amount can be substituted for solar canopy upon approval by the Director.
- k. To facilitate the installation of future electric vehicle charging stations for light-heavy duty (LHD), medium-heavy duty (MHD), heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future LHD, MHD, HHD truck charging stations and the subject developer shall install conduit from the power source to the identified area.
- l. Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility.
- m. All truck turning movements at entrances, exits, and street intersections shall be located on local industrial, collector or arterial streets and all vehicle entries shall be designed to prevent truck access to local and back-up residential collector streets.
- n. All trucks and commercial vehicles serving the facility shall occur in compliance with the City of Stockton Truck Traffic Route Map in SMC 10.08.030 and Surface Transportation Assistance Act (STAA) Truck Route Map.

- o. Off-street loading shall comply with Section 16.64.110 Off-street loading space standards and Section 16.36.30 to ensure driveway access and onsite circulation are designed and maintained to increase public safety and reduce congestion on public streets.
 - p. Signs shall be posted inside and outside of the building and facility indicating all off-site parking is prohibited for adjacent street that do not permit parking.
 - q. All truck driveway exits shall include signs directing truck drivers to the truck routes identified in the City of Stockton Truck Traffic Route Map and State Highway System designations.
 - r. Upon commencement of operations, the tenant/operator of the facility shall be required to restrict truck idling on site to a maximum of three (3) minutes, subject to exceptions defined by CARB's commercial vehicle idling requirements.
2. Building Design. The following standards shall apply to all entitlement reviews (design review), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
- a. All qualifying facilities shall be constructed using "cool roof" materials with an aged reflectance and thermal emittance values that are equal to or greater than those specified in the current edition of the California (CAL) Green Building Tier 1 Standards.
 - b. Architectural and industrial coatings (e.g. paints) applied on the qualifying facility(ies) shall be consistent with the Volatile Organic Compound (VOC) content limits set by the San Joaquin Valley Air Pollution Control District (SJVAPCD) or the current edition of the California Green Building Standards Code (CALGreen), whichever is most restrictive. Developer or tenant is not required to exercise control over materials painted offsite.
 - c. Qualifying facilities shall be constructed in compliance with the most current edition of all adopted City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer of the qualifying facility(ies) shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built.
 - d. Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements.

- e. The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program.
- f. Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen code. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks.
- g. The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index of not less than 78.
- h. Electrical Room Sizing. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
- i. Warehouse Dock Seal Doors. Exterior loading dock doors that are adjacent to conditioned or indirectly conditioned spaces shall have dock seals or dock shelters installed at the time of permitting.
- j. Onsite Equipment Infrastructure. Project should provide infrastructure to support charging of electric power onsite equipment.
- k. Demonstration of compliance with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510

(Indirect Source Review) is required prior to obtaining any building permit for a qualifying facility.

- I. Tenant/Operator of the qualifying facility(ies) shall enroll in the United States Environmental Protection Agency's SmartWay Program. Proof of enrollment shall be given to the Community Development Department prior to issuance of a Certificate of Occupancy of a Building Permit for the facility.
3. Construction Permit Approval. The following standards shall apply to all construction related activity associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
- a. Qualifying facilities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements prior to beginning construction.
 - b. All off-road construction equipment, with a power rating of less than 19 kilowatts (e.g., plate compactors, pressure washers, shall be electric-powered.
 - c. Subject to all other idling restrictions, off-road diesel-powered construction equipment shall not be left in the "on position" for more than 10 hours per day.
 - d. Temporary electrical hookups to all construction yards and associated work areas shall be required.
 - e. Temporary signage shall be posted in public view throughout the construction site indicating truck idling lasting more than five (5) minutes is prohibited. The signs shall include contact information for the facility operator or designee responsible for receiving complaints (i.e. excessive dust, fumes, odors) for the site, and contact information for the San Joaquin Valley Air Pollution Control District's on-line complaint system and its complaint call-line for those interested in filing a complaint. Any complaints made to the facility operator's designee shall be answered within 72 hours of receipt.
 - f. The construction contractor(s) shall maintain on the construction site an inventory of construction equipment, maintenance records, and datasheets, including design specifications and emission control tier classifications.
 - g. The facilities shall require the construction contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.

- h. The facilities shall require the construction contractor to provide transit and ridesharing information for construction workers.

C. On-Going Operations: The following standards shall be implemented during all on-going business.

1. All forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers and warehoused goods, as well as landscaping maintenance equipment used on the site, shall be electrically powered or zero-emission unless new technology is determined to be commercially unavailable.
2. Where transport by temperature-controlled trucks or trailers is proposed, on-site electrical hookups shall be provided at loading docks. Idling or use of auxiliary truck engine power to power climate-control equipment shall be prohibited.
3. Employers shall provide employees with transit route and schedule information on systems serving the facility area and coordinate ridesharing amongst employees.
4. Employers shall provide on-site locations for food or catering truck service and cooperate with food service providers to accommodate food service to operations employees.
5. All outdoor areas allowing smoking shall be located at least 25 feet from the nearest property line.
6. All trucks, supportive vehicles and equipment shall be kept onsite in all loading, storage, and parking areas, and kept behind locked gates during nonbusiness hours.
7. Truck queuing, idling, or circling of vehicles, on public streets adjacent to the facility is prohibited.
8. Periodic yard and parking area sweeping shall be provided to minimize dust generation.
9. Diesel Generators are prohibited, except in emergency situations and during construction when establishing the facility's new electrical service connection. In those temporary cases, all generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ATTACHMENT F - Approved Resolution
Exhibit 1 - Proposed Ordinance

ADOPTED: _____

EFFECTIVE: _____

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

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

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 16 OF THE STOCKTON MUNICIPAL CODE SECTION 16.80.390 RELATED TO INDUSTRIAL WAREHOUSE STANDARDS

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

SECTION I: FINDINGS AND INTENT

The City Council is authorized by section 16.212.030 of the Stockton Municipal Code (SMC) to adopt amendments to Title 16 (Development Code) based on the Mandatory Findings of Fact for Development Code Amendments per SMC 16.116.050.

1. **Finding #1:** The proposed amendment ensures and maintains 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.

Evidence: The proposed amendments to Title 16 are needed for consistency with General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents.

2. **Finding #2:** The proposed amendment will not endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the City.

Evidence: The purpose of the proposed amendments is to comply with the General Plan policies to proactively mitigate potential impacts. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

3. **Finding #3:** The proposed amendment complies with the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines.

Evidence: The proposed ordinance is exempt pursuant to the California Environmental Quality Act (CEQA) Section 15061(b)(3), (Common Sense Exemption) and that no future environmental review is required for proposed code amendments pursuant to CEQA Section 15183 (Consistency with General Plan and Community Plan).

For Section 15061(b)(3) Exemption (General Rule "Common Sense")
CEQA requires the analysis of agency approvals for discretionary actions that could lead to a direct or indirect physical change in the environment. The proposed Project involves discretionary amendments to the Stockton Municipal Code (SMC) but is exempt from CEQA review as it would not

significantly impact the environment. The zoning code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. The Project is exempt from CEQA because it would not significantly affect the environment.

For Section 15183 (General Plan Consistency) Exemption

The General Plan Environmental Impact Report (GPEIR) was prepared and certified by the City Council as part of the Envision Stockton 2040 General Plan process (SCH# 2017052062). The proposed code amendments would amend the City's zoning standards to add enhanced development standards to logistics warehouses. These amendments are consistent with General Plan policies to enhance project reviews, environmental protections, and balance changes to encourage a strong industrial and goods movement market. The amendment would not result in a physical change to the environment as future projects would be reviewed on a case-by-case basis for this consistency to Federal, State, General Plan, zoning, and developmental standards. No potential new impacts related to the Project have been identified that would necessitate further environmental review beyond the impacts and issues already disclosed and analyzed in the GPEIR. Therefore, no additional environmental review is required per CEQA Guidelines section 15183 (Consistency with General Plan or Community Plan).

4. **Finding #4 (Development Code Amendments):** The proposed amendment would be internally consistent with other applicable provisions of this Development Code.

Evidence: The proposed amendments are needed to implement General Plan policies to provide enhanced development measures to mitigate potential environmental impacts from future projects. These amendments are internally consistent with all policy and supportive regulatory documents. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as they will not result in a physical change in the environment. Future proposals will be reviewed for their compliance with all federal, state, and local standards.

SECTION II: AMENDMENT OF CODE

Title 16, Chapter 16.80 (Standards for Specific Land Uses) of the Stockton Municipal Code (SMC) is amended to add a new Section 16.80.390 (Logistics Warehouses) to read, as follows:

16.80.390 Industrial Warehouse Standards

This section establishes standards for logistics warehouses in zoning districts where they are allowed in compliance with the provisions of Division 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

A. Applicability. The standards will apply to the following applications:

1. To all logistics warehouses 400,000 square feet in size or greater. Logistics Warehouses are considered facilities used for the storage of farm products, furniture, household goods, or other commercial goods for distribution to wholesalers and/or retailers, including cold storage.

2. The standards provided in this section (SMC 16.80.390) shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.

B. Development Standards.

1. Site Plan Design. The following standards shall apply to all entitlement reviews (site plan), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.

- a. Unless determined to be physically impossible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300- feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in home daycare, health facilities (hospitals, long term care facilities, retirement, and nursing homes) or more than two directly contiguous residential units. The following may be included within the 300-foot distance: the building; auto parking; and other site design and use elements, including but not limited to, stormwater basins, employee gathering areas (daytime use), pedestrian and bicycle pathways, outdoor storage, and a drive aisle for auto, truck and emergency vehicle circulation around the building, provided the drive aisle is placed immediately adjacent to the building and not abutting a sensitive receptor.
- b. A 20-foot landscaped planter (buffer) shall be installed along the property line adjacent to a sensitive receptor.
- c. The buffer shall be landscaped and not be less than 50 percent of the total buffer size with two rows of 15-gallon trees planted along the length of the property line adjacent to the sensitive receptor.

- d. The buffer landscape can include areas to be used for bioswales, retention/detention areas and/or other stormwater and water quality management areas in compliance with SMC Section 16.56 (Landscaping).
- e. The buffer area shall include a minimum 10-foot solid decorative wall(s), or landscaped berm and wall, or landscaped berm adjacent to sensitive receptors unless a noise analysis indicates an alternative height is needed for sound attenuation.
- f. All on and off-site landscaping shall comply with SMC Chapter 16.56 (Landscaping).
- g. All landscaping shall be drought tolerant and, to the extent feasible, comprised of species with low biogenic emissions. Palm trees shall not be utilized.
- h. All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth with no undue pruning.
- i. Tree maintenance shall comply with SMC Section 16.56 as a certified Landscape Architect must prepare the Preliminary and Final Landscape plan and certify the planting is water efficient at the time of construction permit approval.
- j. Trees shall be installed in automobile parking areas to provide at least 35% shade cover of passenger vehicular parking areas within fifteen years. Trees shall be planted that can meet this requirement. The 35% shade created by trees amount can be substituted for solar canopy upon approval by the Director.
- k. To facilitate the installation of future electric vehicle charging stations for light-heavy duty (LHD), medium-heavy duty (MHD), heavy-heavy duty (HHD) trucks, in connection with each individual development proposal, the subject building improvement plans shall identify an area for future LHD, MHD, HHD truck charging stations and the subject developer shall install conduit from the power source to the identified area.
- l. Provide EV charging stations for automobiles per building code and provide conduit to a future designated area for Heavy Duty Truck Charging Facility.
- m. All truck turning movements at entrances, exits, and street intersections shall be located on local industrial, collector or arterial streets and all vehicle entries shall be designed to prevent truck access to local and back-up residential collector streets.
- n. All trucks and commercial vehicles serving the facility shall occur in compliance with the City of Stockton Truck Traffic Route Map in SMC 10.08.030 and Surface Transportation Assistance Act (STAA) Truck Route Map.
- o. Off-street loading shall comply with Section 16.64.110 Off-street loading space standards and Section 16.36.30 to ensure driveway access and onsite circulation are designed and maintained to

- increase public safety and reduce congestion on public streets.
- p. Signs shall be posted inside and outside of the building and facility indicating all off-site parking is prohibited for adjacent street that do not permit parking.
 - q. All truck driveway exits shall include signs directing truck drivers to the truck routes identified in the City of Stockton Truck Traffic Route Map and State Highway System designations.
 - r. Upon commencement of operations, the tenant/operator of the facility shall be required to restrict truck idling on site to a maximum of three (3) minutes, subject to exceptions defined by CARB's commercial vehicle idling requirements.
2. Building Design. The following standards shall apply to all entitlement reviews (design review), grading and improvement plans, and construction permit reviews associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
- a. All qualifying facilities shall be constructed using "cool roof" materials with an aged reflectance and thermal emittance values that are equal to or greater than those specified in the current edition of the California (CAL) Green Building Tier 1 Standards.
 - b. Architectural and industrial coatings (e.g. paints) applied on the qualifying facility(ies) shall be consistent with the Volatile Organic Compound (VOC) content limits set by the San Joaquin Valley Air Pollution Control District (SJVAPCD) or the current edition of the California Green Building Standards Code (CALGreen), whichever is most restrictive. Developer or tenant is not required to exercise control over materials painted offsite.
 - c. Qualifying facilities shall be constructed in compliance with the most current edition of all adopted City building codes, including the adopted Green Building Standards Code. Prior to the issuance of building permits, the applicant/developer of the qualifying facility(ies) shall demonstrate (e.g., provide building plans) that the proposed buildings are designed and will be built.
 - d. Each developer of an individual specific development proposal shall prepare the subject building structures in such a way to accommodate future solar panels pursuant to applicable Building Code requirements.
 - e. The building permit application for qualifying facilities must demonstrate that sufficient power will be provided from clean energy sources for the operational base power use at the start of operations. Developers shall have the following

options, or any combination of options, for procuring clean energy to meet operational base power needs for new building structures. Options may include 1) installing solar panels on the subject building or building site, and/or 2) procuring 100% clean energy from AVA Community Energy, and/or 3) participating in California's Community Solar Program.

- f. Operational base power is defined as the amount of power required to supply loads for all ordinary operational uses of the site. Loads for all ordinary operational uses of the site include, as non-exhaustive examples, loads for minimal heating for fire sprinklers, primary office space lighting, HVAC, warehouse power, warehouse lighting, site lighting, minimum power for dock positions (including chargers for yard equipment and any plug-ins for transport refrigeration units), and the amount of light-duty electric vehicle supply equipment required by CalGreen code. Loads for all ordinary operational uses of the site exclude, as non-exhaustive examples, loads for specialized equipment, non-standard automation or material handling systems, and chargers for heavy-duty trucks.
- g. The office portion of a building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index of not less than 78.
- h. Electrical Room Sizing. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized 25% larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.
- i. Warehouse Dock Seal Doors. Exterior loading dock doors that are adjacent to conditioned or indirectly conditioned spaces shall have dock seals or dock shelters installed at the time of permitting.
- j. Onsite Equipment Infrastructure. Project should provide infrastructure to support charging of electric power onsite equipment.
- k. Demonstration of compliance with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510 (Indirect Source Review) is required prior to obtaining any building permit for a qualifying facility.
- l. Tenant/Operator of the qualifying facility(ies) shall enroll in the United States Environmental Protection Agency's

SmartWay Program. Proof of enrollment shall be given to the Community Development Department prior to issuance of a Certificate of Occupancy of a Building Permit for the facility.

3. Construction Permit Approval. The following standards shall apply to all construction related activity associated with facilities subject to the Logistics Warehouse standards. A copy of these standards shall be included on the approved (issued) construction plan and kept on-site during all phases of construction.
 - a. Qualifying facilities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements prior to beginning construction.
 - b. All off-road construction equipment, with a power rating of less than 19 kilowatts (e.g., plate compactors, pressure washers, shall be electric-powered.
 - c. Subject to all other idling restrictions, off-road diesel-powered construction equipment shall not be left in the “on position” for more than 10 hours per day.
 - d. Temporary electrical hookups to all construction yards and associated work areas shall be required.
 - e. Temporary signage shall be posted in public view throughout the construction site indicating truck idling lasting more than five (5) minutes is prohibited. The signs shall include contact information for the facility operator or designee responsible for receiving complaints (i.e. excessive dust, fumes, odors) for the site, and contact information for the San Joaquin Valley Air Pollution Control District’s on-line complaint system and its complaint call-line for those interested in filing a complaint. Any complaints made to the facility operator’s designee shall be answered within 72 hours of receipt.
 - f. The construction contractor(s) shall maintain on the construction site an inventory of construction equipment, maintenance records, and datasheets, including design specifications and emission control tier classifications.
 - g. The facilities shall require the construction contractor to establish one or more locations for food or catering truck service to construction workers and to cooperate with food service providers to provide consistent food service.
 - h. The facilities shall require the construction contractor to provide transit and ridesharing information for construction workers.

C. On-Going Operations: The following standards shall be implemented during all on-going business.

1. All forklifts, yard trucks, and other equipment used for on-site movement of trucks, trailers, and warehoused goods, as well as landscaping maintenance equipment used on the site, shall be electrically powered or zero-emission unless new technology is determined to be commercially unavailable.
2. Where transport by temperature-controlled trucks or trailers is proposed, on-site electrical hookups shall be provided at loading docks. Idling or use of auxiliary truck engine power to power climate-control equipment shall be prohibited.
3. Employers shall provide employees with transit route and schedule information on systems serving the facility area and coordinate ridesharing amongst employees.
4. Employers shall provide on-site locations for food or catering truck service and cooperate with food service providers to accommodate food service to operations employees.
5. All outdoor areas allowing smoking shall be located at least 25 feet from the nearest property line.
6. All trucks, supportive vehicles and equipment shall be kept onsite in all loading, storage, and parking areas, and kept behind locked gates during nonbusiness hours.
7. Truck queuing, idling, or circling of vehicles, on public streets adjacent to the facility is prohibited.
8. Periodic yard and parking area sweeping shall be provided to minimize dust generation.
9. Diesel Generators are prohibited, except in emergency situations and during construction when establishing the facility's new electrical service connection. In those temporary cases, all generators shall have Best Available Control Technology (BACT) that meets CARB's Tier 4 emission standards.

SECTION III. SEVERABILITY

If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

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SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton



ORDINANCE AMENDMENT:

Modifications to Industrial Warehouse Standards (Title 16 – Development Code)

*City Council Meeting
July 9, 2024
Item 16.2*

Background

- In 2022, the City agreed to present an industrial warehouse ordinance for City Council consideration by 12/31/23
- Over 20 meetings and numerous communications from August - October '23:
 - Planning Commission Ad-Hoc Committee
 - Environmental and Industry Advisors
 - Residents and Citizens
 - CA Attorney General's Office
 - Other Cities with Warehouse Ordinances
 - Environmental and Climate Professionals
 - Industry Experts (project review)

Timeline

December 12, 2023: City Council adoption of Warehouse Standards Ordinance

- Directed exploration of six (6) potential ordinance modifications
- Analysis due back to Council by July 9th

March 6, 2024: Public Workshop (Ag Center)

March 28, 2024: Planning Commission Public Information Session

May 9, 2024: PC Public Hearing (Recommendation Vote)

Proposed Modifications

Proposed Modifications	Source	PC Consensus
1. Clarification for solar installation	Stockton Environmental Justice Advocates	Remove
2. Adjustments to automobile charging requirements	Stockton Environmental Justice Advocates	Remove
3. Adjustments to setback standards	Stockton Environmental Justice Advocates/City Staff	Modify*
4. Adjustments to truck charging requirements	Stockton Environmental Justice Advocates	Modify
5. Change the Ordinance to apply to warehouses 400,000 square feet and greater instead of 100,000 square feet and greater	Chamber of Commerce / San Joaquin Partnership	Keep as Proposed
6. Change Ordinance to apply to annexation projects submitted after December 31, 2023	Holman Investors, LLC	Keep As Proposed

1-2. PC Removed Modifications

1. Solar Installation: Proposed by (EJA)

- “The solar system installation should be done by owners, operators, tenants, or a qualified solar system contractor.”
- Already included in current process/code for planning and building permits

2. Automobile Charging: Proposed by (EJA)

- Required 10% auto parking EV ready, 5% auto parking quick charge ready, and signage
- Already included in the current Building Code and could be superseded via future state updates

3. Setback Restrictions

Origin: Proposed by Stockton Environmental Justice Advocates (EJA)

Proposed Modification(s):

- Commission consensus to remove any modifications that would require further building setback and prohibit truck movement/access within the 300-foot setback to maintain flexibility for site design
- After the March workshop/informational meetings, staff received feedback on clarifying allowances in the 300-foot setback area

3. Setback Restrictions (con't)

Unless determined to be physically impossible, when adjacent to sensitive receptors, a loading dock door shall be oriented away from the sensitive receptor and located a distance of 300 feet from said receptor, unless the dock doors are utilized by zero emission trucks and equipment only. ~~The building and auto parking can be located within the 300-foot distance.~~ A sensitive receptor shall be defined as schools, health care facilities, libraries, churches, correctional facilities, parks/recreational facilities, in home daycare, health facilities (hospitals, long term care facilities, retirement, and nursing homes) or more than two directly contiguous residential units. *The following may be included within the 300-foot distance: the building; auto parking; and other site design and use elements, including but not limited to, stormwater basins, employee gathering areas (daytime use), pedestrian and bicycle pathways, outdoor storage, and a drive aisle for auto, truck and emergency vehicle circulation around the building, provided the drive aisle is placed immediately adjacent to the building and not abutting a sensitive receptor.*

4. Truck Charging

Origin: Proposed by EJA

Proposed Modification(s):

- Commission Consensus to modify and facilitate future charging stations by expanding the current electric vehicle charging station infrastructure requirement to include light-heavy duty (LHD) and medium-heavy duty (MHD) in addition to heavy-heavy duty (HHD) trucks
- Commission Consensus to remove any modification to extending conduit to serve 50% of truck docking stations

5. Increased Size

Origin: Chamber of Commerce / San Joaquin Partnership

Proposed Modification: Commission Consensus to keep as proposed to provide for the following:

A. Applicability. The standards will apply to the following applications:

1. To ~~these standards shall apply to~~ all logistics warehouses 1400,000 square feet in size or greater. Logistics Warehouses are considered facilities used for the storage of farm products, furniture, household goods, or other commercial goods for distribution to wholesalers and/or retailers, including cold storage

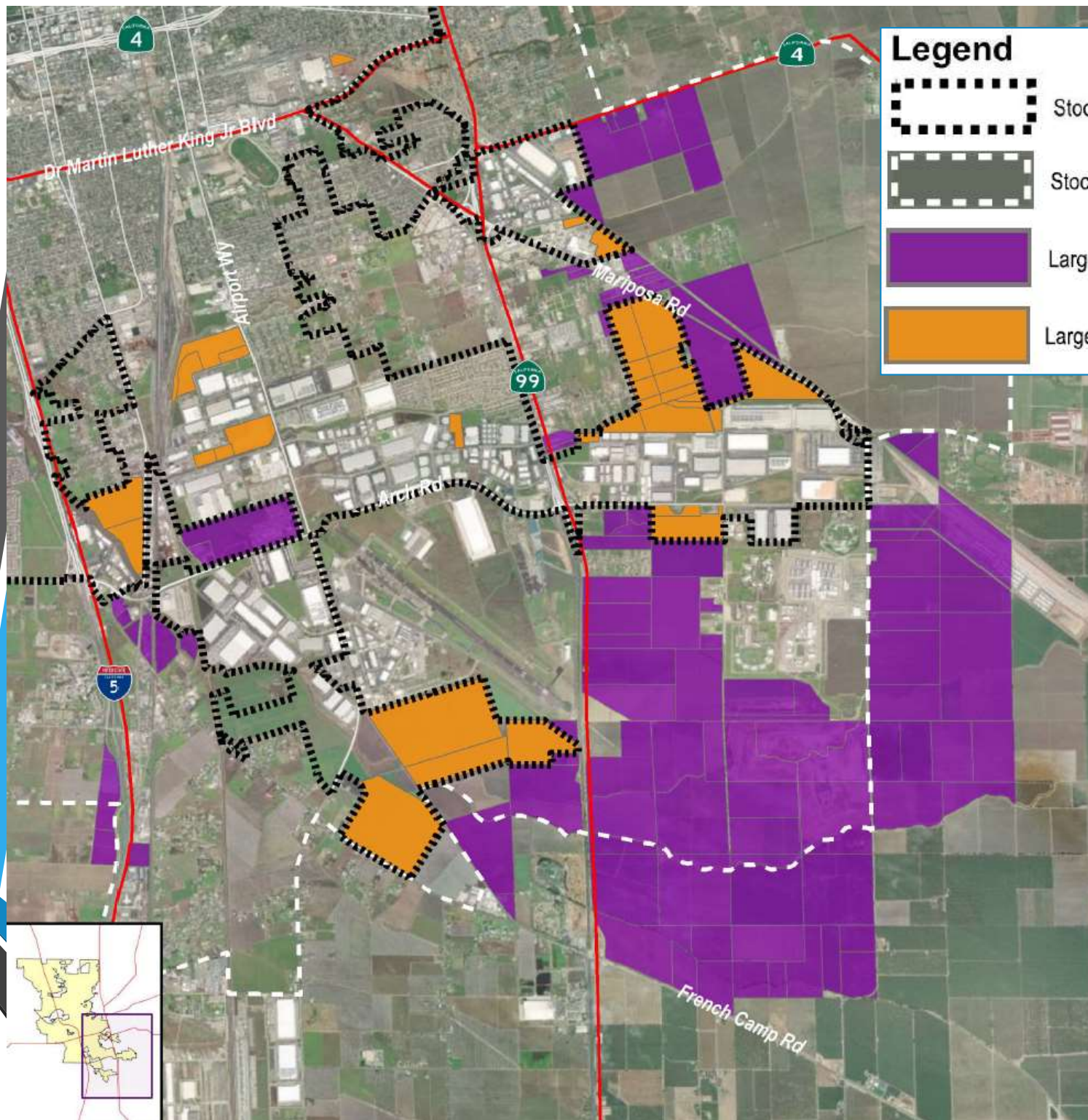
6. Annexation Applicability

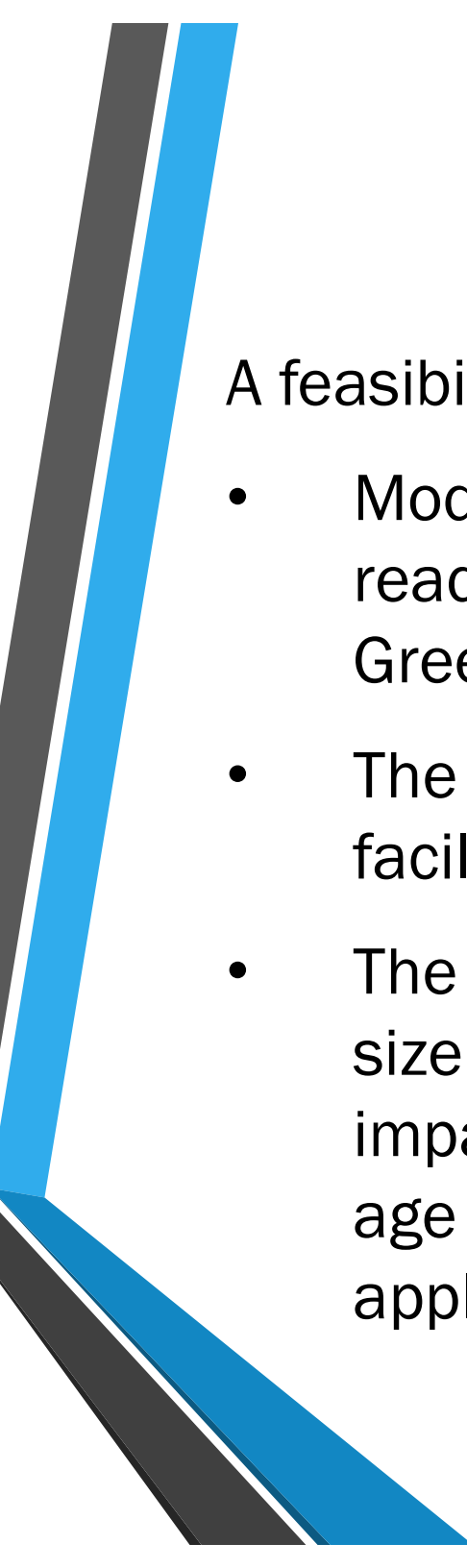
Origin: Holman Investors, LLC

Proposed Modification(s):

Commission Consensus to keep as proposed to provide for the following to clarify the applicability of the Warehouse Ordinance standards:

2. The standards provided in this section (SMC 16.80.390) shall not apply to any new building constructed on property that was incorporated into the City of Stockton prior to December 31, 2023.

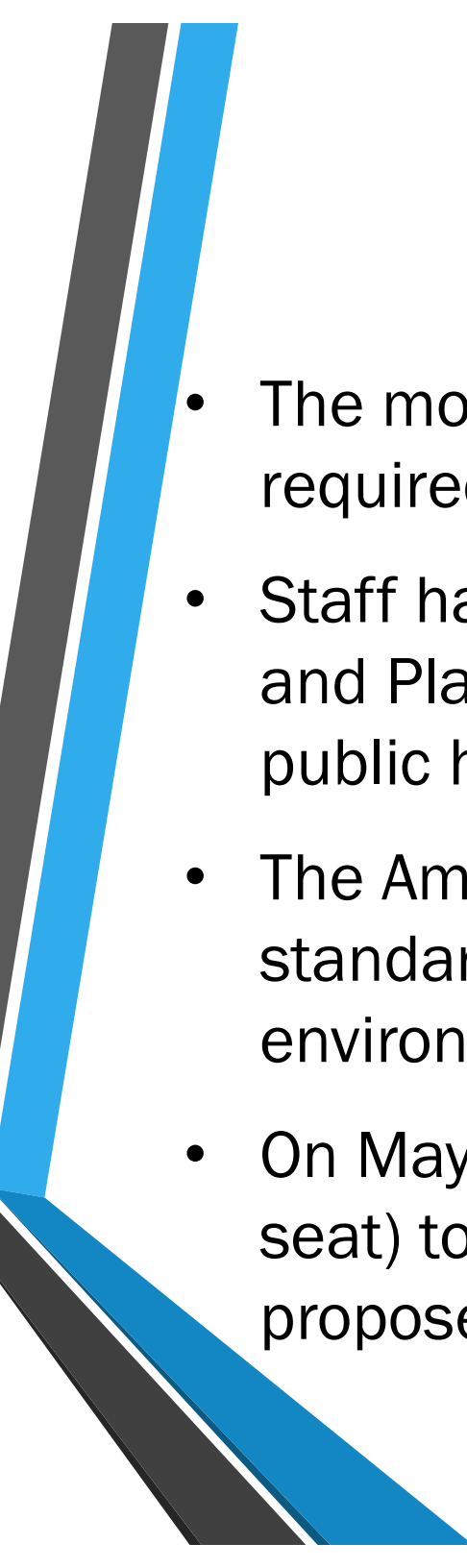




Feasibility Analysis

A feasibility analysis concluded:

- Modifications 1, 2, and 4 (solar, auto + truck EV ready) are essentially requirements of the California Green Building Code and City processes
- The setback restrictions could impact small facilities/businesses and result in cost increases
- The proposed applicability to increased warehouse 1) size and 2) future annexation projects would not impact most existing warehouse projects due to the age and review status of those existing project applications (pre-effective date of January 2024.)



Conclusion

- The modifications, or their consideration, are not required per any legal agreement
- Staff has conducted outreach, held a public workshop, and Planning Commission informational session and public hearing for feedback
- The Amendment as proposed aligns with the current standards and does not require additional environmental review
- On May 9th, the Planning Commission voted 6-0 (vacant seat) to recommend approval of the ordinance as proposed



Recommendation

Staff recommends that the City Council adopt an Ordinance:

- 1) Finding the proposed ordinance is exempt per CEQA Section 15061.b.3 (General Rule) and Section 15183 (Consistency with General Plan and Community Plan); and
- 2) Amend Title 16 (Development Code) of the Stockton Municipal Code (SMC) Section 16.80.390 (Industrial Warehouse Standards)



City of Stockton

Legislation Text

File #: 24-0667, **Version:** 1

PUBLIC HEARING TO APPROVE A RESOLUTION OVERRULING PROTESTS, ADOPTING THE DELINQUENT UTILITY SERVICE ASSESSMENT REPORT, AND DIRECTING THE ASSESSMENTS BE PLACED ON THE SAN JOAQUIN COUNTY TREASURER-TAX COLLECTOR'S TAX ROLL

RECOMMENDATION

Conduct a public hearing to consider all objections or protests to the proposed Delinquent Utility Service Charges, 2024 Assessment Report ("2024 Assessment Report") for delinquent water, wastewater, stormwater, and solid waste collection service charges ("utility service charges") incurred by property owners.

After the public hearing, if a majority protest does not exist, it is recommended that the City Council approve a resolution to:

1. Overrule all public protests;
2. Confirm the unpaid utility service charges set forth in the 2024 Assessment Report;
3. Adopt the 2024 Assessment Report;
4. Direct the assessments to be placed on the San Joaquin County Treasurer-Tax Collector's Tax Roll; and
5. Authorize the City Manager to take any necessary and appropriate actions to carry out the purpose and intent of the resolution.

Summary

The Administrative Services Department bills for and collects utility service charges. To address the significant amount of uncollected delinquent utility service charges, the City Council directed staff to form a task force to study the issue and develop solutions. The task force recommended that the City proceed with recording liens and assessing charges incurred by property owners. Consequently, the City Council approved Resolution 2018-03-20-1403, which brought the City's preexisting utility rates under the authority of the California Health and Safety Code ("HSC"). When property owners are delinquent on their utility bills, the HSC allows the City to place a lien for services provided to the property and collect delinquent charges through an assessment against the property.

Historically, the City has managed billing for solid waste services through its consolidated utilities billing system, combining these charges with other City services like water and sewer. As of January

1, 2022, for Cal Water customers, and July 1, 2022, for the City's water customers, direct billing for solid waste collection services was transferred to the City's franchised solid waste haulers, pursuant to Stockton Municipal Code (SMC) section 8.04.140. As such, solid waste services are billed separately from the City's other utilities (i.e., water, wastewater, and stormwater). Although the responsibility for solid waste collection services was transferred to the haulers, the City retains the responsibility to collect on delinquent solid waste accounts through special assessment, as authorized by SMC section 8.04.140(l).

On May 30, 2024, staff sent certified and standard letters to 1,797 parcels, advising the property owners of the City's intent to assess delinquent charges. The solid waste services team sent out certified and standard letters to 1,236 parcels on May 24 and May 29, 2024. These notices informed property owners of their right to appeal the proposed assessment at an administrative hearing. The City held administrative hearings on June 17 and June 18, 2024. The Administrative Hearing Officer confirmed the accuracy of the assessments in the 2024 Assessment Report, which is presented for City Council adoption. If the Council adopts the report, the assessments will appear on the affected property owners' tax bills, which will be issued and collected by the San Joaquin County Treasurer-Tax Collector.

DISCUSSION

Background

The Stockton Municipal Code requires all properties in the City to "subscribe to and pay for" solid waste, sewer, and stormwater services, as well as water within the City's water service areas.

On January 9, 2018, a Council study session was held to discuss the significant increase in delinquent utility accounts, and as a result, Council directed staff to form a task force to study the issue. The task force recommended the City pursue delinquencies incurred by property owners by applying liens and assessments.

On March 20, 2018, Council adopted Resolution 2018-03-20-1403, reaffirming and reenacting the City's previously approved utility rates and service charges to bring the rates under the authority of the HSC. Pursuant to HSC Section 5470 et. seq., the City may elect to have delinquent water, sewer, stormwater, and solid waste collection service charges, with penalties, collected on the San Joaquin County Tax Roll. Government Code section 38790.1 provides an additional avenue for the City to collect delinquent solid waste service charges on the tax roll.

In accordance with Resolution 2018-03-20-1403 and the direction of City Council, Administrative Services began the process to place property owner utility delinquencies on the tax roll. Staff continued to work through various solutions related to tenant delinquencies and convened another task force. The task force recommended the adoption of an owner-only billing ordinance on February 5, 2019. The Council adopted Ordinance 2019-02-05-1403, which required utility service accounts to be held in the name of the property owner for California Water Service Company ("Cal Water") customers only. On November 19, 2019, Council adopted Ordinance 2019-11-5-1403-2 to require all utility accounts to be held in the name of the property owner, whether the property was in the Cal Water or the City's own water service areas. The transition to owner-only billing for properties in the Cal Water service area was completed by December 31, 2020, and the City Water transition to owner-only billing was completed by March 2022.

Liens and assessments are two separate collection methods recommended by the task force and approved by the Council. To qualify for either collection method, delinquencies must be greater than 60 days, and the bill must be in the property owner's name. Before a lien is recorded, the City notifies customers by certified and standard mail of the delinquent balance and a due date to avoid the lien. The notices also inform the property owners of their right to appeal or to pay the delinquent charges by the date provided. If the delinquent balance remains unpaid, the City records a lien against the parcel with San Joaquin County. The customer can pay their delinquent balance at any time, and once satisfied, the lien may be removed. However, if a customer chooses not to pay their delinquent balance to the City, the lien remains on the parcel, which protects the City's interest in the event the property sells. When the customer refinances or sells the property, the lien is listed on the title report stating there are funds due to the City, and the City receives payment from the refinance or sale proceeds.

Customers with a delinquent balance are also subject to collection through the assessment process. Assessment allows for the collection of the delinquent balance, fees, and charges through the property tax roll. The amount is included in the annual parcel property tax bill. While not a statutory requirement, these customers have already gone through the City's lien process, continue to have a delinquent balance, and are now subject to the assessment process. Prior to assessment, the City notifies customers of the delinquent amount, due date, and appeal process.

Staff reviewed properties with outstanding utility liens for possible assessment on the property tax roll. Accounts with delinquent balances of 60 days or more were included in the proposed 2024 Assessment Report. Property owners were notified of their outstanding charges, the proposed assessment amount, the due date, and the appeal process.

The City must submit the final Assessment Report to the San Joaquin County Tax Collector by August 10 of each year.

Present Situation

To be considered for assessment, properties must have a delinquent balance for 60 days or more. Only utility service accounts billed in the owner's name are eligible for lien and assessment. For City of Stockton utility billing, notices were sent by certified and standard mail to 1,797 parcels on May 30, 2024, covering a total of \$3,404,097.84 in delinquent water, wastewater, and stormwater utility service charges. For solid waste services, 1,236 parcels received notices on May 24 and May 29, 2024, accounting for \$1,040,102.04 in delinquent solid waste service charges. Twenty-four individuals attended the corresponding administrative hearings on June 17 and June 18, 2024. These hearings allowed property owners to contest the placement of their charges on the property tax roll before an Administrative Hearing Officer.

The Administrative Hearing Officer issued 24 Administrative Orders for 24 appellants confirming that the placement of charges for 20 appellants are appropriate and should be assessed on the 2024 tax roll. Five of the 24 appellants paid the past due charges in full and have been removed from the assessment list. The remaining 19 appellants remain on the 2024 assessment list.

Property owners who received a Notice of Assessment had until June 30, 2024, to pay their balance and avoid the assessment of delinquent charges. As of June 27, 2024, there are 1,672 delinquent

parcels, totaling \$2,730,529.42 in outstanding water, wastewater, and stormwater utility service charges. For solid waste services, there are 1,102 delinquent parcels, totaling \$880,727.61. All outstanding amounts, including interest, penalties, and fees, total \$3,611,257.03 and will be referred to the County for assessment, pending Council approval. Staff has updated the proposed 2024 Assessment Report, Exhibit 1 to the Resolution, to reflect the Administrative Orders.

The HSC requires the City to hold a public hearing on the report of delinquent utility service charges subject to assessment and consider any objection or protests. At the conclusion of the hearing, if a majority protest does not exist, staff recommends that Council pass a resolution to adopt the 2024 Assessment Report and confirm the assessments, with or without modification.

If approved, the Administrative Services Department will submit the 2024 Assessment Report to the County no later than August 10, 2024. The City will record the assessed amounts against the property owners' utility accounts and will not accept additional payments on the assessed amounts. The City will receive payment for the assessed amounts from the County through the Teeter Plan. Under the Teeter Plan, the County remits the assessment amounts to the City in full, even if the property taxes are not paid or paid late. In exchange for the advance, any penalties or interest due on the delinquent property taxes will be paid to and retained by the County. The City will receive the funds in two payments from the County in January and April 2025.

Public Notice

In accordance with the HSC, "A Notice of Intent to Hold a Public Hearing" was published once a week for two successive weeks before City Council action.

FINANCIAL SUMMARY

As of June 27, 2024, \$3,611,257.03 in delinquent utility service charges and interest billed to property owners will be referred to the County for assessment. This amount is included and anticipated in the FY 2024-25 revenue budgets for the three Municipal Utility Department Enterprise Funds - Water Utility (600), Wastewater Utility (610), and Stormwater Utility (620). Assessment revenue for garbage services will be deposited into the waste management accounts, Account No. 0000-000-210090-780-000-00-00-000-000- for distribution to the appropriate solid waste service provider.

Final assessment amounts may vary due to customer payments received prior to transmission of the 2024 Assessment Report to the County.

Attachment A - Administrative Orders

HEARING DATE JUNE 17, 2024 & JUNE 18, 2024	HEARING TIME 8:30 AM	BLANKET ADMINISTRATIVE ORDER	Case/AR #: See Attached Declaration & Roster
HEARING OFFICER: MARINA R. DINI		PROPERTY ADDRESS: REFER TO ATTACHED ROSTER	
RESPONSIBLE PERSON/APPELLANT: REFER TO ATTACHED ROSTER		CITY REPRESENTATIVE: STEPHANIE LOERA FOR CITY OF STOCKTON	
SUBJECT OF APPEAL: THE PARTIES' FAILURE TO APPEAR AT UT ASSESSMENT HEARING AFTER RECEIVING NOTICE OF SAME			
DECISION: The appellant having appeared ☐ or by absence, having waived his/her right to appear ☒ or having been represented by _____ as he/she has authorized ☐, on the above referenced date to protest the action taken: ☐ The appeal is hereby granted based on the failure of the City to: _____ ☒ The appeal is hereby denied based on: The parties' failure to appear at the UT Assessment Hearing after having received notice of same. _____ ☒ The charges <u>are</u> confirmed for payment or assessment to the property taxes. ☐ _____ must be abated/corrected by _____ ☐ _____ must be corrected by _____ ☐ Other _____ ☐ Hearing continued until _____ <u>Additional Comments/Orders:</u> _____ Through declaration by its representative, the City of Stockton represents that it notified the parties listed on the roster incorporated as Exhibit A by certified mail of the Administrative Utility Assessment hearings scheduled for June 17, 2024 and June 18, 2024, at City of Stockton Council Chambers – City Hall 2nd Floor, located at 425 N. El Dorado St., Stockton, CA, at 8:30 am. The parties on the list failed to appear. Section 5473 of the California Health and Safety Code gives the City the election to have these delinquent charges placed on the tax roll in the same manner as its general taxes. The City of Stockton is hereby confirmed in its election to enforce delinquent or unpaid fees owed by persons on this list by assessing the delinquent amounts to the property tax roll of San Joaquin County.			
HEARING OFFICER: MARINA R. DINI <i>Marina R. Dini</i>			Date: 06/26/2024

ALL DECISIONS SHALL BE FINAL

HEARING DATE JUNE 17, 2024 & JUNE 18, 2024	HEARING TIME 8:30 AM	BLANKET ADMINISTRATIVE ORDER	Case/AR #: See Attached Declaration & Roster
HEARING OFFICER: MARINA R. DINI		PROPERTY ADDRESS: REFER TO ATTACHED ROSTER	
RESPONSIBLE PERSON/APELLANT: REFER TO ATTACHED ROSTER		CITY REPRESENTATIVE: STEPHANIE LOERA FOR CITY OF STOCKTON KAREN GOULART FOR WASTE MANAGEMENT	
SUBJECT OF APPEAL: THE PARTIES' FAILURE TO APPEAR AT UT ASSESSMENT HEARING AFTER RECEIVING NOTICE OF SAME			
DECISION: The appellant having appeared ☐ or by absence, having waived his/her right to appear ☒ or having been represented by _____ as he/she has authorized ☐, on the above referenced date to protest the action taken: ☐ The appeal is hereby granted based on the failure of the City to: _____ ☒ The appeal is hereby denied based on: The parties' failure to appear at the UT Assessment Hearing after having received notice of same. _____ ☒ The charges are confirmed for payment or assessment to the property taxes. ☐ _____ must be abated/corrected by _____ ☐ _____ must be corrected by _____ ☐ Other _____ ☐ Hearing continued until _____ Additional Comments/Orders: Waste Management (WM) is a solid waste hauler which provides City mandated services pursuant to a franchise agreement with the City of Stockton (SMC Chapter 8.04). Through declaration by its representative, WM represents that it notified the parties listed on the roster incorporated as Exhibit A by certified mail of the Administrative Utility Assessment hearings scheduled for June 17, 2024 and June 18, 2024, at City of Stockton Council Chambers – City Hall 2nd Floor, located at 425 N. El Dorado St., Stockton, CA, at 8:30 am. The parties on the list failed to appear. Pursuant to its franchise agreement with the City, WM is entitled to payment by the owner or occupant for services rendered (SMC 8.04.130). Under this section, WM may request that the City collect any delinquent or unpaid fees owed to WM through lien or special assessment as set forth in SMC 8.04.160 or Government Code Section 38790.1. Section 5473 of the California Health and Safety Code gives the City the election to have these delinquent charges placed on the tax roll in the same manner as its general taxes. The City of Stockton is hereby confirmed in its election to enforce delinquent or unpaid fees owed by persons on this list to WM by assessing the delinquent amounts to the property tax roll of San Joaquin County.			
HEARING OFFICER MARINA R. DINI <i>Marina R. Dini</i>			Date: 06/26/2024

ALL DECISIONS SHALL BE FINAL

HEARING DATE JUNE 17, 2024 & JUNE 18, 2024	HEARING TIME 8:30 AM	BLANKET ADMINISTRATIVE ORDER	Case/AR #: See Attached Declaration & Roster
HEARING OFFICER: MARINA R. DINI		PROPERTY ADDRESS: REFER TO ATTACHED ROSTER	
RESPONSIBLE PERSON/APELLANT: REFER TO ATTACHED ROSTER		CITY REPRESENTATIVE: STEPHANIE LOERA FOR CITY OF STOCKTON LORI BOSWORTH FOR REPUBLIC SERVICES	
SUBJECT OF APPEAL: THE PARTIES' FAILURE TO APPEAR AT UT ASSESSMENT HEARING AFTER RECEIVING NOTICE OF SAME			
DECISION: The appellant having appeared ☐ or by absence, having waived his/her right to appear ☒ or having been represented by _____ as he/she has authorized ☐, on the above referenced date to protest the action taken: ☐ The appeal is hereby granted based on the failure of the City to: _____ ☒ The appeal is hereby denied based on: The parties' failure to appear at the UT Assessment Hearing after having received notice of same. _____ ☒ The charges are confirmed for payment or assessment to the property taxes. ☐ _____ must be abated/corrected by _____ ☐ _____ must be corrected by _____ ☐ Other _____ ☐ Hearing continued until _____ Additional Comments/Orders: _____ Republic Services is a solid waste hauler which provides City mandated services pursuant to a franchise agreement with the City of Stockton (SMC Chapter 8.04). Through declaration by its representative, Republic Services represents that it notified the parties listed on the roster incorporated as Exhibit A by certified mail of the Administrative Utility Assessment hearings scheduled for June 17, 2024 and June 18, 2024, at City of Stockton Council Chambers – City Hall 2nd Floor, located at 425 N. El Dorado St., Stockton, CA, at 8:30 am. The parties on the list failed to appear. Pursuant to its franchise agreement with the City, Republic Services is entitled to payment by the owner or occupant for services rendered (SMC 8.04.130). Under this section, Republic Services may request that the City collect any delinquent or unpaid fees owed to Republic Services through lien or special assessment as set forth in SMC 8.04.160 or Government Code Section 38790.1. Section 5473 of the California Health and Safety Code gives the City the election to have these delinquent charges placed on the tax roll in the same manner as its general taxes. The City of Stockton is hereby confirmed in its election to enforce delinquent or unpaid fees owed by persons on this list to Republic Services by assessing the delinquent amounts to the property tax roll of San Joaquin County.			
HEARING OFFICER MARINA R. DINI <i>Marina R. Dini</i>			Date: 06/26/2024

ALL DECISIONS SHALL BE FINAL

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING PROTESTS, CONFIRMING THE DELINQUENT UTILITY BILLING CHARGES, ADOPTING THE DELINQUENT UTILITY SERVICES CHARGES, 2024 ASSESSMENT REPORT, AND DIRECTING THE ASSESSMENTS BE PLACED ON THE SAN JOAQUIN COUNTY TAX ROLL

On March 20, 2018, the City Council adopted Resolution 2018-03-20-1403, which reaffirmed and reenacted the City of Stockton's previously adopted water, sewer, solid waste collection, and stormwater service rates and charges, to avail itself of the authority under the California Health and Safety Code to collect such rates and charges on the tax roll; and

Pursuant to California Health and Safety Code section 5470 *et seq.*, the City has the authority to elect to have its delinquent water, sewer, solid waste collection, storm water service charges, and applicable penalties, collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its taxes; and

Pursuant to California Government Code section 38790.1, the City has additional authority to elect to have such delinquent solid waste charges collected on the tax roll; and

Notices of charges to be assessed were mailed to delinquent property owners, which informed them of their opportunity for a hearing. Hearings were held before an Administrative Hearing Officer on June 17 and June 18, 2024, wherein all appeals to the proposed property tax assessments for delinquent utility charges were heard; and

The Administrative Services Department updated the proposed Delinquent Utility Service Charges, 2024 Assessment Report to reflect the order from the Administrative Hearing Officer; and

Notice of the Public Hearing held on July 09, 2024, was duly and regularly published in The Record in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk; and

A public hearing was held on July 09, 2024, by the City Council to hear and consider all objections and protests to the Delinquent Utility Service Charges, 2024 Assessment Report; and

The City Council finds that it is in the best interests of the City to collect delinquent water, sewer, solid waste collection, and stormwater service charges on the tax roll, which charges shall constitute a lien against the parcel or parcels of land described in the report in accordance with California Health and Safety Code sections 5470 *et seq.* and Government Code section 38790.1; now, therefore,

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

1. The City Council hereby finds and determines that protests have not been made by the owners of a majority of the separate parcels or property described in the report. All protests, including all written protests not withdrawn in writing before the conclusion of the public hearing, to the proposed levy of assessments and objections to the charges listed in the Delinquent Utility Service Charges, 2024 Assessment Report, attached hereto as Exhibit 1 and by reference made a part hereof, are hereby overruled.

2. The charges set forth in the Delinquent Utility Service Charges, 2024 Assessment Report for the unpaid utility service charges incurred by property owners to the real properties described in the report are hereby confirmed.

3. The Delinquent Utility Service Charges, 2024 Assessment Report is hereby adopted, which a copy of said report is attached as Exhibit 1 and incorporated by this reference.

4. The City Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Chief Financial Officer of the City of Stockton, who is hereby authorized to and shall cause the amount of the assessments to be added to Fiscal Year 2024-25 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 procedures under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes. On or before the 10th day of August 2024, the City Clerk is hereby authorized and directed to file a copy of the report, in either written or electronic form, with the County of San Joaquin Auditor-Controller (or such other County officers as may request same), or such other date as may be permitted by the County of San Joaquin Auditor-Controller or such other County officers.

5. The City Council hereby requests the County of San Joaquin Auditor-Controller (and such other County officers as required) to collect the delinquent water, sewer, solid waste collection, and storm water service charges on the 2024-2025 tax bills for the taxable parcels in the City of Stockton identified in the report. Such delinquent charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the City of Stockton, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcel.

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6. 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 09, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
5508	071-310-33	3364 SCHOONER DR	\$ 1,014.00	\$ 1,927.35	\$ 2,941.35
13836	077-470-08	7277 PACIFIC AV 1	\$ -	\$ 15,488.34	\$ 15,488.34
236818/85872	127-070-25	5 E HARDING WY &	\$ -	\$ 1,077.89	\$ 1,077.89
183954	147-215-12	801 S CALIFORNIA ST	\$ -	\$ 1,174.41	\$ 1,174.41
34088	088-180-24	8107 WEST LN	\$ -	\$ 2,561.77	\$ 2,561.77
55126	108-050-14	1701 BLACKOAK DR	\$ -	\$ 3,341.15	\$ 3,341.15
205-2012735	163-520-50	2105 YUBA RIVER CT	\$ 1,167.17	\$ -	\$ 1,167.17
205-0128318	137-094-10	515 W VINE ST	\$ 317.60	\$ -	\$ 317.60
274136	177-360-02	3461 TRISHA WY	\$ -	\$ 238.26	\$ 238.26
269412	128-190-04	5815 DRESDEN WY	\$ -	\$ 1,342.10	\$ 1,342.10
29344	082-050-20	3414 CHARLESTON CT	\$ -	\$ 1,457.64	\$ 1,457.64
2052027471	166-130-20	4045 MONET DR	\$ 330.00	\$ -	\$ 330.00
263738	066-270-64	6076 SILVER OAK CI	\$ -	\$ 3,264.89	\$ 3,264.89
25996	081-224-30	6704 N EL DORADO ST	\$ -	\$ 3,240.01	\$ 3,240.01
280264	066-310-01	5289 VESTA CI	\$ -	\$ 1,747.31	\$ 1,747.31
205-2005308	165-170-06	517 W SEVENTH ST	\$ 321.92	\$ -	\$ 321.92
205-2005581	165-310-36	2644 FAIRMONT AVE	\$ 915.34	\$ -	\$ 915.34
253902	070-310-58	10534 SILENT GROVE CT	\$ -	\$ 1,760.64	\$ 1,760.64
216360	159-045-12	235 S DEL MAR AV	\$ -	\$ 865.90	\$ 865.90
17962	079-111-13	8820 LOS OLIVOS CT	\$ -	\$ 949.62	\$ 949.62
205-0127303	133-220-29	2151 W PARK ST	\$ 648.76	\$ -	\$ 648.76
110338	151-294-06	607 S SIERRA NEVADA ST	\$ -	\$ 1,632.16	\$ 1,632.16
205-2017970	097-570-16	7020 BRIDGEPORT CIR	\$ 557.08	\$ -	\$ 557.08
126126	165-181-47	2219 TURNPIKE RD	\$ 741.21	\$ 878.25	\$ 1,619.46
92658	135-370-48	900 W ROSE ST	\$ 784.51	\$ 944.97	\$ 1,729.48
237894	166-160-50	2302 WILLIAM MOSS BL	\$ -	\$ 726.22	\$ 726.22
81738	123-192-17	1859 MIDDLEFIELD AV	\$ -	\$ 1,308.68	\$ 1,308.68
29594	082-090-02	8560 YARMOUTH DR	\$ 836.91	\$ 1,428.51	\$ 2,265.42
127232	165-360-22	2223 S EL DORADO ST	\$ -	\$ 1,042.65	\$ 1,042.65
175124	119-140-04	1988 N FILBERT ST	\$ -	\$ 883.71	\$ 883.71
77890	119-140-59	1980 N FILBERT ST	\$ -	\$ 883.71	\$ 883.71
260392	166-450-37	2610 WOODSHIRE CT	\$ 675.50	\$ 2,053.47	\$ 2,728.97
205-2012499	165-182-35	437 ST FRANCIS ST	\$ 1,159.21	\$ -	\$ 1,159.21
109050	151-110-06	901 E MINER AV	\$ -	\$ 1,195.30	\$ 1,195.30
133380/304522	171-290-14	2237 S MARIPOSA RD	\$ -	\$ 1,212.52	\$ 1,212.52
78092	119-170-23	2934 REDWOOD AV	\$ -	\$ 1,100.46	\$ 1,100.46
134262	173-170-14	4324 E FOURTH ST	\$ -	\$ 1,185.14	\$ 1,185.14
189168	159-184-11	5153 ELVIN AV	\$ -	\$ 1,459.76	\$ 1,459.76
112742	155-060-37	1725 E SCOTTS AV	\$ -	\$ 1,415.61	\$ 1,415.61
255482	164-340-29	3904 STETSON CT	\$ 538.62	\$ 1,556.16	\$ 2,094.78
206698	068-040-29	10716 FIRE ISLAND CI	\$ -	\$ 2,400.42	\$ 2,400.42
205-2023063	168-070-21	4001 MCDUGALD BLVD	\$ 660.86	\$ -	\$ 660.86
104812	147-151-02	38 W ANDERSON ST	\$ 795.81	\$ 946.90	\$ 1,742.71
139206	071-400-19	9757 TWIN CREEKS AV	\$ -	\$ 1,091.45	\$ 1,091.45
205-0127799	078-380-55	3825 SALTERS DR	\$ 826.95	\$ -	\$ 826.95
205-2001241	165-060-19	315 W 4TH ST	\$ 521.13	\$ -	\$ 521.13
10818	072-330-62	8615 GRAYWOOD CT	\$ -	\$ 1,843.77	\$ 1,843.77
266684	124-350-55	3067 CORTONA LN	\$ -	\$ 1,945.90	\$ 1,945.90
205-2031389	078-190-24	2414 OTTO DR	\$ 251.10	\$ -	\$ 251.10
108106	151-032-26	1160 N PILGRIM ST	\$ 1,226.24	\$ 1,491.46	\$ 2,717.70
34848	088-270-18	9127 FITZPATRICK CI	\$ -	\$ 1,613.67	\$ 1,613.67

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2007433	133-170-16	2325 LUCERNE AVE	\$ 915.34	\$ -	\$ 915.34
108294	151-042-18	1211 E ACACIA ST	\$ -	\$ 1,415.65	\$ 1,415.65
24192	080-430-72	8967 BLUE FOX WY	\$ -	\$ 2,216.99	\$ 2,216.99
126480	165-261-27	2425 S HARRISON ST	\$ 1,054.06	\$ 1,274.68	\$ 2,328.74
205-0126012	165-290-34	2775 S MONROE ST	\$ 309.78	\$ -	\$ 309.78
108064	151-032-05	1173 N AIRPORT WY	\$ -	\$ 1,179.73	\$ 1,179.73
128128	167-097-05	527 E EIGHTH ST	\$ -	\$ 743.06	\$ 743.06
122512	163-100-02	1251 DENVER AV	\$ -	\$ 1,182.89	\$ 1,182.89
53964	104-310-06	4433 CALANDRIA ST 2	\$ -	\$ 1,058.30	\$ 1,058.30
262584	128-040-08	6030 RAYANNA DR	\$ -	\$ 1,708.94	\$ 1,708.94
205-2012624	163-510-05	2417 DIAMOND OAKS ST	\$ 915.34	\$ -	\$ 915.34
260394	166-450-27	2611 WOODSHIRE CT	\$ 836.91	\$ 1,719.23	\$ 2,556.14
95560	137-201-07	300 W PARK ST	\$ -	\$ 4,157.41	\$ 4,157.41
21502	080-030-04	9245 DARBY CT	\$ 836.91	\$ 2,632.01	\$ 3,468.92
82100	123-212-24	1434 TUXEDO S AV	\$ -	\$ 1,220.57	\$ 1,220.57
256726	166-380-51	2426 GALLEY WY	\$ 836.91	\$ 1,516.22	\$ 2,353.13
205-2019297	108-050-28	5632 BLACKOAK CT	\$ 836.91	\$ -	\$ 836.91
205-2003794	165-055-20	351 W FIFTH ST	\$ 1,005.14	\$ -	\$ 1,005.14
124590	165-055-21	357 W FIFTH ST	\$ 1,005.14	\$ 1,034.87	\$ 2,040.01
22188	080-120-11	2630 STANFIELD DR	\$ 676.88	\$ 1,828.80	\$ 2,505.68
106194	147-330-29	1122 S GRANT ST	\$ -	\$ 1,486.12	\$ 1,486.12
119658	159-160-02	4915 DANA AV	\$ -	\$ 1,503.87	\$ 1,503.87
274906	122-080-44	10010 ORNELLA LN	\$ -	\$ 1,860.91	\$ 1,860.91
96436	139-040-31	245 E POPLAR ST	\$ -	\$ 1,416.66	\$ 1,416.66
205-2007461	165-130-11	1979 S MADISON ST	\$ 704.80	\$ -	\$ 704.80
103358	145-160-35	628 MODESTO AV	\$ -	\$ 876.17	\$ 876.17
124366	165-030-11	1516 S LINCOLN ST	\$ -	\$ 1,945.26	\$ 1,945.26
7844	072-170-23	9854 OVERLAND PL	\$ -	\$ 1,683.07	\$ 1,683.07
103488	145-310-42	1329 W HAZELTON AV	\$ 738.69	\$ 1,520.09	\$ 2,258.78
221216	163-650-20	1832 ST LAKES WY	\$ -	\$ 1,386.16	\$ 1,386.16
205-2006867	163-800-25	1533 WALBURY ST	\$ 380.42	\$ -	\$ 380.42
277854	128-290-32	5113 STRAWBERRY WY	\$ -	\$ 1,886.23	\$ 1,886.23
205-2006972	108-220-13	2030 VENETIAN DR	\$ 660.86	\$ -	\$ 660.86
205-2006972	163-430-13	1511 Rizal Ct	\$ 371.88	\$ -	\$ 371.88
36430	090-060-29	2148 MILLWOOD AV	\$ -	\$ 1,695.82	\$ 1,695.82
244998	168-060-26	847 SANDDOLLAR CI	\$ -	\$ 1,982.72	\$ 1,982.72
91426	135-230-05	820 N PERSHING AV	\$ -	\$ 1,209.55	\$ 1,209.55
205-2014000	164-310-29	761 WILLIAM MOSS BLVD	\$ 836.91	\$ -	\$ 836.91
205-2012652	163-100-44	1236 DENVER AVE	\$ 714.39	\$ -	\$ 714.39
28040	081-403-05	5818 N EL DORADO ST	\$ -	\$ 1,455.48	\$ 1,455.48
205-2024471	164-320-21	3807 LOTO CT	\$ 695.50	\$ -	\$ 695.50
50306	102-060-54	763 ELAINE DR	\$ -	\$ 1,002.17	\$ 1,002.17
247406	164-040-39	2428 SHELL CT	\$ 321.92	\$ 1,646.61	\$ 1,968.53
18654	079-181-28	8513 DON RAMON DR	\$ -	\$ 1,428.51	\$ 1,428.51
205-2014693	077-341-01	1724 MEADOW AVE	\$ 660.86	\$ -	\$ 660.86
261186	124-150-22	9872 PALAZZO DR	\$ -	\$ 1,455.12	\$ 1,455.12
250716	116-530-54	3726 BRIDLEWOOD CI	\$ 836.91	\$ 2,347.65	\$ 3,184.56
249130	116-520-24	5187 RIVERBROOK DR	\$ 660.86	\$ 1,995.58	\$ 2,656.44
95120	137-161-06	620 W POPLAR ST	\$ 385.63	\$ 1,064.29	\$ 1,449.92
42204	094-300-12	1548 WHITNEY ST	\$ -	\$ 1,268.34	\$ 1,268.34
273550	177-370-41	1439 BANDONI DR	\$ -	\$ 1,088.11	\$ 1,088.11

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
45000	097-510-20	6324 PORTERFIELD CT	\$ -	\$ 1,316.01	\$ 1,316.01
87650	133-041-09	1125 KINGSLEY AV	\$ 726.62	\$ 1,199.82	\$ 1,926.44
127656	167-043-01	206 E FOURTH ST	\$ -	\$ 1,158.84	\$ 1,158.84
128692	167-131-17	1638 S SAN JOAQUIN ST	\$ -	\$ 1,207.84	\$ 1,207.84
122894	163-130-06	2210 MANTHEY RD	\$ -	\$ 1,962.26	\$ 1,962.26
205-2007580	133-411-02	1886 MONTE DIABLO AVE	\$ 1,404.39	\$ -	\$ 1,404.39
205-2018411	082-300-29	7710 DORCHESTER WAY	\$ 836.91	\$ -	\$ 836.91
522-13990	081-430-08	750 E SWAIN RD	\$ 1,159.94	\$ -	\$ 1,159.94
131462	169-260-17	2349 S SACRAMENTO ST	\$ 1,159.94	\$ 1,519.92	\$ 2,679.86
26988	081-300-53	426 MARC AV	\$ -	\$ 1,190.18	\$ 1,190.18
243974	068-310-15	4047 OAK SHORES DR	\$ -	\$ 2,004.17	\$ 2,004.17
205-2008550	102-182-31	33 NOTTINGHAM DR	\$ 915.34	\$ -	\$ 915.34
123238	163-210-12	1634 S STOCKTON ST A	\$ -	\$ 1,578.77	\$ 1,578.77
205-2029513	082-330-36	7439 KELLEY DR	\$ 660.86	\$ -	\$ 660.86
64972	111-392-07	1550 W EUCLID AV	\$ -	\$ 1,382.41	\$ 1,382.41
205-2003885	108-110-62	1222 W LONGVIEW AVE	\$ 435.05	\$ -	\$ 435.05
237740	096-300-03	4898 KIMBALL HILL CI	\$ -	\$ 1,777.99	\$ 1,777.99
252632	166-280-33	4429 ROMA LN	\$ 977.22	\$ 1,982.07	\$ 2,959.29
205-2023175	166-090-25	1707 WILLIAM MOSS BLVD	\$ 336.05	\$ -	\$ 336.05
294844	119-130-02	1844 E CHEROKEE RD	\$ -	\$ 994.20	\$ 994.20
277294	177-390-41	1530 MANIAGO DR	\$ 1,159.94	\$ 1,414.58	\$ 2,574.52
236576	166-170-48	2150 ENGLAND CT	\$ -	\$ 2,355.57	\$ 2,355.57
134510	173-190-25	4235 E SECTION AV	\$ -	\$ 860.65	\$ 860.65
119424	159-120-57	5144 CARMELLIA ST	\$ -	\$ 876.17	\$ 876.17
29674	082-090-42	8513 YARMOUTH DR	\$ 660.86	\$ 2,627.79	\$ 3,288.65
75014	117-100-11	2127 WEST LN	\$ 1,159.94	\$ 897.69	\$ 2,057.63
205-2006054	165-280-35	2847 S LINCOLN ST	\$ 348.19	\$ -	\$ 348.19
205-2018936	112-180-35	5029 Mallard Creek Ct	\$ 453.70	\$ -	\$ 453.70
6104	075-160-07	1231 ABERDEEN AV	\$ -	\$ 1,895.12	\$ 1,895.12
205-2001500	147-083-15	249 W CLAY ST	\$ 1,154.66	\$ -	\$ 1,154.66
95626	137-203-10	607 N MADISON ST	\$ -	\$ 1,962.36	\$ 1,962.36
109964	151-271-02	1214 E LAFAYETTE ST	\$ -	\$ 742.78	\$ 742.78
205-2007139	121-120-35	2444 OREGON AVE	\$ 254.72	\$ -	\$ 254.72
35302	088-310-46	8853 BLUE GRASS DR	\$ -	\$ 935.60	\$ 935.60
103898	147-050-36	509 W ANDERSON ST	\$ 915.34	\$ 1,399.55	\$ 2,314.89
108072	151-032-09	1129 N AIRPORT WY	\$ -	\$ 1,043.50	\$ 1,043.50
286782	115-380-06	726 E FARGO ST	\$ -	\$ 1,341.33	\$ 1,341.33
99482	141-196-09	2390 E VINE ST	\$ -	\$ 874.34	\$ 874.34
76844	117-330-24	1220 FUNSTON AV	\$ -	\$ 1,414.94	\$ 1,414.94
205-2024098	164-110-26	2047 SANDPEBBLE ST	\$ 1,013.14	\$ -	\$ 1,013.14
231536	168-150-48	956 WOODSTREAM ST	\$ 695.50	\$ 2,108.00	\$ 2,803.50
114124	155-360-36	316 MCDONELL AV	\$ -	\$ 2,797.36	\$ 2,797.36
205-2003178	121-120-19	2434 GARDENA AVE	\$ 399.05	\$ -	\$ 399.05
66330	112-140-21	2719 GRIZZLY HOLLOW WY	\$ 836.91	\$ 1,806.19	\$ 2,643.10
277392	177-400-42	1632 E THIRTEENTH ST	\$ -	\$ 1,174.95	\$ 1,174.95
110230	151-280-32	1137 E HAZELTON AV	\$ -	\$ 3,821.89	\$ 3,821.89
105806	147-270-15	1126 S CALIFORNIA ST	\$ -	\$ 1,185.41	\$ 1,185.41
128032	167-092-09	2135 S SUTTER ST	\$ -	\$ 1,134.95	\$ 1,134.95
103626	145-250-14	330 S YOSEMITE ST	\$ -	\$ 1,069.85	\$ 1,069.85
242364	116-430-29	5538 VINTAGE CI	\$ -	\$ 1,514.98	\$ 1,514.98
38382	090-240-17	8347 CHERBOURG CT	\$ -	\$ 1,752.21	\$ 1,752.21

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2011687	135-244-04	1214 W PARK ST	\$ 320.99	\$ -	\$ 320.99
205-2010126	165-151-14	136 DELHI AVE	\$ 1,404.39	\$ -	\$ 1,404.39
271564	070-520-35	10841 BROOKFIELD AV	\$ -	\$ 2,696.95	\$ 2,696.95
266614	124-350-41	3034 NICOLETTA LN	\$ -	\$ 1,844.49	\$ 1,844.49
205-2006543	163-530-43	2169 RED RIVER CT	\$ 1,159.21	\$ -	\$ 1,159.21
205-0127555	108-070-17	1542 SILVER CREEK CIR	\$ 303.17	\$ -	\$ 303.17
23038	080-220-62	2320 WAGNER HEIGHTS RD	\$ -	\$ 1,168.98	\$ 1,168.98
205-2012313	163-270-24	843 SABRINA ST	\$ 700.64	\$ -	\$ 700.64
108260	151-042-03	1224 ROOSEVELT ST	\$ -	\$ 1,417.18	\$ 1,417.18
124506	165-053-28	539 W FIFTH ST	\$ -	\$ 707.45	\$ 707.45
63828	111-300-14	3925 MISSION RD	\$ -	\$ 856.77	\$ 856.77
78328	119-200-23	2335 YOUNG ST	\$ -	\$ 873.87	\$ 873.87
131414	169-250-09	2101 S SACRAMENTO ST	\$ -	\$ 1,199.95	\$ 1,199.95
112936	155-100-26	1712 MILTON ST	\$ -	\$ 566.00	\$ 566.00
19996	079-326-15	609 CIMARRON AV	\$ -	\$ 1,657.71	\$ 1,657.71
273774	128-220-42	2485 CORNFLOWER ST	\$ -	\$ 1,555.75	\$ 1,555.75
88786	133-280-39	2061 W WILLOW ST	\$ 809.52	\$ 1,028.79	\$ 1,838.31
144078	081-390-04	118 E SWAIN RD	\$ -	\$ 2,661.77	\$ 2,661.77
113560	155-250-29	425 S ASH ST	\$ -	\$ 1,554.33	\$ 1,554.33
276896	179-510-02	4118 SEASHORE DR	\$ -	\$ 1,435.39	\$ 1,435.39
111106	153-101-17	2075 E WASHINGTON ST	\$ -	\$ 1,087.03	\$ 1,087.03
48542	100-120-56	6847 BUTLER CT	\$ -	\$ 1,500.47	\$ 1,500.47
205-0126474	165-170-19	2121 S LINCOLN ST	\$ 644.22	\$ -	\$ 644.22
205-2002732	163-170-64	710 HERMAN ST	\$ 626.49	\$ -	\$ 626.49
23282	080-240-02	2410 STANFIELD DR	\$ 836.91	\$ 1,658.54	\$ 2,495.45
97580	139-224-14	719 E FREMONT ST	\$ -	\$ 5,041.88	\$ 5,041.88
78116	119-180-07	3162 REDWOOD AV	\$ -	\$ 1,177.71	\$ 1,177.71
205-2022329	166-150-47	1912 WILLIAM MOSS BLVD	\$ 754.39	\$ -	\$ 754.39
205-2010560	137-213-05	504 W PARK ST	\$ 846.99	\$ -	\$ 846.99
205-2009961	137-213-07	621 N LINCOLN ST	\$ 836.04	\$ -	\$ 836.04
205-2001710	165-240-19	2492 S MADISON ST	\$ 852.66	\$ -	\$ 852.66
205-2010011	102-280-29	4533 RIALTO PL	\$ 1,404.39	\$ -	\$ 1,404.39
68026	113-090-04	2405 MANCHESTER AV	\$ 915.34	\$ 1,296.40	\$ 2,211.74
205-2003806	163-700-16	2648 DRY CREEK WAY	\$ 1,159.21	\$ -	\$ 1,159.21
233728	163-060-14	1817 FRESNO AV &	\$ -	\$ 918.76	\$ 918.76
205-2011713	135-270-46	1130 W OAK ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-0125936	113-064-02	1168 MIDDLEFIELD AVE	\$ 321.92	\$ -	\$ 321.92
49378	100-280-21	6122 GRIGSBY PL	\$ 1,673.84	\$ 2,225.88	\$ 3,899.72
205-2026693	116-480-48	6802 BROOK FALLS CIR	\$ 1,014.00	\$ -	\$ 1,014.00
115648	157-104-08	859 S GOLDEN GATE AV	\$ -	\$ 1,605.21	\$ 1,605.21
37842	090-170-10	8811 HILLCREST AV	\$ -	\$ 1,287.09	\$ 1,287.09
127688	167-043-17	1828 S HUNTER ST	\$ -	\$ 1,172.25	\$ 1,172.25
12030	077-090-12	2506 JASMINE AV	\$ -	\$ 1,583.15	\$ 1,583.15
57352	108-360-08	5856 ALEXANDRIA PL	\$ -	\$ 1,891.40	\$ 1,891.40
193564	165-310-32	124 MOSSWOOD AV	\$ -	\$ 1,005.78	\$ 1,005.78
29514	082-080-13	8527 WOODHAVEN WY	\$ -	\$ 2,613.48	\$ 2,613.48
43364	096-090-06	5803 TEVLIN LN	\$ -	\$ 1,536.29	\$ 1,536.29
205-2005733	165-060-03	1718 S LINCOLN ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2014979	077-112-08	7624 ROSEWOOD DR	\$ 510.95	\$ -	\$ 510.95
122584	163-100-38	1206 DENVER AV	\$ -	\$ 1,101.65	\$ 1,101.65
127026	165-330-06	150 NAOMI COCHRAN DR	\$ -	\$ 1,476.26	\$ 1,476.26

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
8558	072-210-45	1416 CHELSEA WY	\$ -	\$ 2,185.02	\$ 2,185.02
120930	159-310-19	5715 HOBART AV	\$ -	\$ 876.17	\$ 876.17
205-2005407	125-150-19	65 W Sonoma Ave	\$ 436.29	\$ -	\$ 436.29
308184	122-150-26	3062 MCCARTNEY WY	\$ -	\$ 1,937.66	\$ 1,937.66
522-12573	177-190-18	3252 ANNE ST	\$ 1,159.94	\$ -	\$ 1,159.94
42698	094-330-20	2120 GILLIMER DR	\$ -	\$ 1,600.52	\$ 1,600.52
205-2000257	163-570-11	2261 HOUSTON AVE	\$ 544.50	\$ -	\$ 544.50
8648	072-090-08	2009 COMSTOCK DR	\$ -	\$ 3,725.29	\$ 3,725.29
103848	147-050-71	509 W WORTH ST	\$ 915.34	\$ 1,266.39	\$ 2,181.73
205-2016924	082-230-14	3035 WENTWORTH DR	\$ 328.01	\$ -	\$ 328.01
205-2025319	166-050-18	1631 DOMINION DR	\$ 660.86	\$ -	\$ 660.86
289716	117-490-17	4272 RED OAK LN	\$ -	\$ 1,001.00	\$ 1,001.00
21380	079-460-06	843 DUNDEE WY	\$ -	\$ 2,847.08	\$ 2,847.08
7822	072-170-12	1629 CHAPARRAL WY	\$ -	\$ 3,328.88	\$ 3,328.88
258614	126-080-35	4152 KIRSTEN DR	\$ -	\$ 2,417.24	\$ 2,417.24
291598	168-300-03	654 FLAGSTONE DR	\$ 836.91	\$ 1,766.73	\$ 2,603.64
14382	078-070-14	9843 SPINDRIFT WY	\$ 660.86	\$ 1,539.41	\$ 2,200.27
120282	159-213-31	5343 E WASHINGTON ST	\$ -	\$ 1,204.15	\$ 1,204.15
205-0125962	133-250-14	1347 CARLTON AVE	\$ 263.04	\$ -	\$ 263.04
38324	090-230-30	8402 CHERBOURG WY	\$ -	\$ 1,283.77	\$ 1,283.77
205-2017374	100-110-03	6845 SHILOH CT	\$ 836.91	\$ -	\$ 836.91
10494	072-350-08	1329 WOODMONT WY	\$ -	\$ 1,919.99	\$ 1,919.99
205-2010946	111-290-08	3932 JAMES CT	\$ 266.04	\$ -	\$ 266.04
108382	151-044-12	1421 E ACACIA ST	\$ 1,159.94	\$ 1,136.83	\$ 2,296.77
205-2007711	111-361-11	1750 W SONOMA AVE	\$ 915.34	\$ -	\$ 915.34
205-2032851	166-240-02	1473 KIMIYO ST	\$ 460.86	\$ -	\$ 460.86
106596/228910	149-070-22	203 E HAZELTON AV	\$ -	\$ 1,897.13	\$ 1,897.13
205-2010727	135-300-34	1018 W ROSE ST	\$ 915.34	\$ -	\$ 915.34
239824	068-240-29	3324 MANSFIELD CT	\$ -	\$ 1,964.79	\$ 1,964.79
116500	157-193-25	3228 GREENWOOD ST	\$ -	\$ 1,182.33	\$ 1,182.33
205-2008628	081-347-01	6203 N ALTURAS AVE	\$ 915.34	\$ -	\$ 915.34
205-2032691	164-170-06	1309 LLOYD THAYER CIR	\$ 1,014.00	\$ -	\$ 1,014.00
115952	157-140-38	3820 GUERNSEY AV	\$ -	\$ 1,456.62	\$ 1,456.62
205-2008472	113-204-05	808 S TUXEDO AVE	\$ 825.18	\$ -	\$ 825.18
205-2030642	078-060-29	3834 CAPE COD DR	\$ 550.13	\$ -	\$ 550.13
12990	077-210-37	7407 ALEXANDRIA PL	\$ -	\$ 1,521.45	\$ 1,521.45
284104	084-110-19	544 CHAGALL LN	\$ -	\$ 1,481.93	\$ 1,481.93
86462	127-140-14	403 CHESTNUT ST	\$ -	\$ 1,177.74	\$ 1,177.74
205-2001567	163-650-22	1804 SAINT LAKES WAY	\$ 915.34	\$ -	\$ 915.34
205-2020911	078-210-36	2322 CHAPEL HILL CIR	\$ 913.38	\$ -	\$ 913.38
86844	127-290-30	913 LA FOLLETTE AV	\$ -	\$ 901.97	\$ 901.97
205-2002738	133-330-20	2055 MONTE DIABLO AVE	\$ 915.34	\$ -	\$ 915.34
205-0127970	135-180-52	1203 W Harding Way	\$ 587.85	\$ -	\$ 587.85
47594	100-030-56	3332 RIVERTON WY	\$ -	\$ 1,521.22	\$ 1,521.22
24504	081-050-44	459 PRADO WY	\$ -	\$ 1,521.98	\$ 1,521.98
63854	111-310-03	3960 MISSION RD	\$ 846.99	\$ 1,111.26	\$ 1,958.25
246194	164-050-52	3221 KAY BRIDGES PL	\$ -	\$ 1,515.77	\$ 1,515.77
205-0127897	125-040-09	2735 Bonnie Ln	\$ 597.76	\$ -	\$ 597.76
246326	168-040-29	1016 BESS PL	\$ -	\$ 1,811.19	\$ 1,811.19
71558	116-070-07	3571 SHADOWBROOK DR	\$ -	\$ 1,577.26	\$ 1,577.26
95708	137-212-01	648 W OAK ST	\$ 602.14	\$ 1,284.80	\$ 1,886.94

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
246596	168-080-07	4114 BLAKE CI	\$ 368.99	\$ 1,988.81	\$ 2,357.80
18184	079-120-26	302 SEPULVEDA DR	\$ -	\$ 3,378.66	\$ 3,378.66
65918	112-070-53	2320 MEADOW LAKE DR	\$ -	\$ 2,293.12	\$ 2,293.12
255174	164-350-11	4127 BOO LN	\$ 660.86	\$ 1,477.48	\$ 2,138.34
134290	173-170-31	1993 S SINCLAIR AV	\$ -	\$ 946.44	\$ 946.44
30106	082-150-15	8321 ALEXA CT	\$ -	\$ 691.25	\$ 691.25
131962	171-123-01	2404 E SIXTH ST	\$ -	\$ 774.19	\$ 774.19
205-2008949	135-324-17	1059 W HARDING WAY	\$ 1,159.21	\$ -	\$ 1,159.21
122782	163-120-16	2377 ALABAMA AV	\$ -	\$ 1,091.01	\$ 1,091.01
234644	166-190-11	3776 LEILANI LN	\$ -	\$ 1,686.27	\$ 1,686.27
205-2008675	137-110-20	1229 N MADISON ST	\$ 487.31	\$ -	\$ 487.31
172432	116-300-35	3439 MORNINGSIDE DR	\$ 836.91	\$ 2,159.38	\$ 2,996.29
94882	137-140-06	337 W ACACIA ST	\$ -	\$ 1,474.25	\$ 1,474.25
205-2002977	135-190-46	1231 W VERNAL WAY	\$ 624.57	\$ -	\$ 624.57
190738	164-260-49	1109 KLEMEYER CI	\$ -	\$ 1,329.72	\$ 1,329.72
255150	164-350-02	4012 BOO LN	\$ -	\$ 5,298.16	\$ 5,298.16
57122	108-260-52	2209 LIDO CI	\$ 328.01	\$ 1,831.91	\$ 2,159.92
133228	171-273-09	2452 E NINTH ST	\$ -	\$ 920.09	\$ 920.09
259712	070-350-09	10461 FOREST RIDGE CT	\$ -	\$ 2,557.37	\$ 2,557.37
103628	145-250-15	340 S YOSEMITE ST	\$ -	\$ 1,408.01	\$ 1,408.01
29922	082-120-19	8419 JAVETE CT	\$ 572.74	\$ 1,570.21	\$ 2,142.95
298970	167-170-18	1503 SIKH TEMPLE ST	\$ -	\$ 1,508.28	\$ 1,508.28
117072	157-254-07	751 S ORO AV	\$ -	\$ 875.05	\$ 875.05
205-2022405	166-230-34	1893 GORDON VERNER CIR	\$ 350.20	\$ -	\$ 350.20
30150	082-150-39	2531 ALEXA WY	\$ 514.00	\$ 1,598.16	\$ 2,112.16
255698	066-180-30	5517 BEARDSLEY LN	\$ -	\$ 2,990.45	\$ 2,990.45
283022	066-330-25	10333 HADDONFIELD LN	\$ -	\$ 1,492.46	\$ 1,492.46
33530	088-120-09	625 HUDSON DR	\$ -	\$ 2,361.34	\$ 2,361.34
128194	167-103-06	2019 S SAN JOAQUIN ST	\$ -	\$ 1,238.57	\$ 1,238.57
1010	167-103-07	2029 S SAN JOAQUIN ST	\$ -	\$ 2,343.69	\$ 2,343.69
522-5456	167-191-01	1602 S STANISLAUS ST	\$ 1,159.70	\$ -	\$ 1,159.70
115676	157-110-06	907 NETHERTON AV	\$ -	\$ 1,415.35	\$ 1,415.35
230256	167-025-02	236 E DR MARTIN LUTHER KING JR BL &	\$ -	\$ 1,749.88	\$ 1,749.88
103618	145-250-10	352 S SAN JOSE ST	\$ 915.34	\$ 1,110.92	\$ 2,026.26
522-1111	177-153-05	3335 PHELPS ST	\$ 1,166.06	\$ -	\$ 1,166.06
28926	081-510-40	533 SANTA CLARA ST	\$ -	\$ 1,885.58	\$ 1,885.58
205-2027953	166-380-44	5121 SHIPWHEEL DR	\$ 836.91	\$ -	\$ 836.91
97886	139-300-12	809 CHANNEL ST	\$ -	\$ 1,919.37	\$ 1,919.37
259966	166-420-55	2446 BRIARCLIFF DR	\$ 660.86	\$ 1,674.41	\$ 2,335.27
205-2004929	175-130-22	3532 MARY AVE	\$ 1,404.39	\$ -	\$ 1,404.39
105204	147-201-07	1023 S SAN JOAQUIN ST 1/2	\$ -	\$ 1,607.07	\$ 1,607.07
522-14406	104-230-17	4709 TANGLEWOOD LN	\$ 1,159.94	\$ -	\$ 1,159.94
205-2005247	163-740-21	1609 KYBURZ CT	\$ 454.24	\$ -	\$ 454.24
29956	082-120-36	2663 MARSEILLE WY	\$ 836.91	\$ 2,162.36	\$ 2,999.27
205-2006277	102-260-34	5614 TAMWORTH WAY	\$ 297.20	\$ -	\$ 297.20
205-2018512	082-310-19	2951 ROCKFORD AVE	\$ 251.43	\$ -	\$ 251.43
112822	155-090-22	1741 MILTON ST	\$ -	\$ 1,038.47	\$ 1,038.47
205-2021736	080-040-02	3402 STANFIELD DR	\$ 660.86	\$ -	\$ 660.86
10252	072-420-06	8949 DAVIS RD	\$ -	\$ 1,537.15	\$ 1,537.15
257244	126-020-08	8531 GLACIER POINT DR	\$ -	\$ 350.81	\$ 350.81
249160	116-520-03	4127 RIVERBROOK CT	\$ -	\$ 1,741.09	\$ 1,741.09

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
29066	081-520-36	7723 N EL DORADO ST	\$ -	\$ 1,708.62	\$ 1,708.62
273444	117-420-43	2045 MOSS OAK WY	\$ 1,159.94	\$ 1,312.99	\$ 2,472.93
205-2006113	125-110-11	10 E Ellis St	\$ 735.44	\$ -	\$ 735.44
106276	147-343-12	1326 S STANISLAUS ST	\$ -	\$ 1,420.18	\$ 1,420.18
205-2006883	135-050-37	1701 PICARDY DR	\$ 670.87	\$ -	\$ 670.87
96478	139-051-04	807 N EL DORADO ST	\$ -	\$ 27,305.09	\$ 27,305.09
205-2001169	135-230-20	830 N ORANGE ST	\$ 1,159.21	\$ -	\$ 1,159.21
97264	139-180-46	415 E POPLAR ST	\$ -	\$ 2,738.30	\$ 2,738.30
16692	078-380-36	3808 RION WY	\$ 520.10	\$ 3,453.96	\$ 3,974.06
190568	164-250-81	1101 KLEMEYER CI	\$ 836.91	\$ 1,714.65	\$ 2,551.56
155428	096-190-43	4464 TRINIDAD CT	\$ -	\$ 1,151.84	\$ 1,151.84
31598	082-310-27	3120 ROCKFORD AV	\$ -	\$ 1,935.45	\$ 1,935.45
231484	168-150-42	941 WINDSAIL LN	\$ -	\$ 1,273.47	\$ 1,273.47
206516	118-310-26	3036 CAROUSEL CI	\$ -	\$ 1,208.55	\$ 1,208.55
206688	068-030-32	10914 FIRE ISLAND CI	\$ -	\$ 1,829.47	\$ 1,829.47
522-645	147-263-02	410 E CLAY ST	\$ 1,166.06	\$ -	\$ 1,166.06
108362	151-043-24	1034 N AIRPORT WY	\$ -	\$ 1,424.36	\$ 1,424.36
205-2012873	081-345-23	9 W SWAIN RD	\$ 867.88	\$ -	\$ 867.88
132454	171-162-28	1869 CLOVER LN	\$ -	\$ 634.92	\$ 634.92
205-2027246	168-080-13	4150 BLAKE CIR	\$ 836.91	\$ -	\$ 836.91
205-2008331	163-740-14	1717 KYBURZ CT	\$ 695.35	\$ -	\$ 695.35
42630	094-320-76	1818 MT MORAN CT	\$ -	\$ 1,729.09	\$ 1,729.09
205-2002275	135-221-05	1305 W MAGNOLIA ST	\$ 795.81	\$ -	\$ 795.81
205-2022122	166-250-24	1383 KIMIYO ST	\$ 255.74	\$ -	\$ 255.74
44462	097-250-26	1610 STANTON WY	\$ 657.82	\$ 2,555.39	\$ 3,213.21
104604	147-103-05	201 W WORTH ST	\$ 1,170.03	\$ 1,520.06	\$ 2,690.09
115652	157-104-11	808 RENDON AV	\$ -	\$ 1,144.55	\$ 1,144.55
97040	139-172-02	322 E FLORA ST	\$ -	\$ 1,113.98	\$ 1,113.98
522-11738	167-240-42	706 SYLVAN CT	\$ 1,159.94	\$ -	\$ 1,159.94
205-2001817	135-200-15	1120 W VERNAL WAY	\$ 356.78	\$ -	\$ 356.78
205-2024917	116-340-25	3149 AUTUMN CHASE CIR	\$ 660.86	\$ -	\$ 660.86
103398	145-170-18	1441 W HAZELTON AV	\$ -	\$ 809.11	\$ 809.11
205-0127127	121-110-04	2313 OREGON AVE	\$ 528.45	\$ -	\$ 528.45
205-2026731	168-030-34	4224 PACIFIC VIEW LN	\$ 496.91	\$ -	\$ 496.91
239738	068-230-07	3691 HEPBURN CI	\$ -	\$ 1,403.02	\$ 1,403.02
205-2003737	165-350-32	2459 S MADISON ST	\$ 524.53	\$ -	\$ 524.53
263162	066-140-03	10589 CLARKS FORK CI	\$ -	\$ 1,915.79	\$ 1,915.79
205-2009294	113-370-27	660 LEXINGTON AVE	\$ 915.34	\$ -	\$ 915.34
205-2031872	078-280-30	2918 APPLING CIR	\$ 559.36	\$ -	\$ 559.36
11328	072-230-33	9821 KOALA CT	\$ -	\$ 1,729.59	\$ 1,729.59
83616	125-140-32	45 E MONTEREY AV	\$ 1,265.09	\$ 1,544.04	\$ 2,809.13
97046	139-172-06	727 N SUTTER ST 2	\$ -	\$ 5,062.40	\$ 5,062.40
203966	126-130-04	7830 OMEGA WY	\$ -	\$ 2,966.35	\$ 2,966.35
116508	157-193-29	3320 GREENWOOD ST	\$ -	\$ 1,745.80	\$ 1,745.80
205-2000739	165-350-13	2519 S Monroe St	\$ 260.54	\$ -	\$ 260.54
257426	126-030-54	3122 PETIT LN	\$ -	\$ 1,458.50	\$ 1,458.50
61016	110-207-02	1009 EL MONTE ST	\$ -	\$ 886.17	\$ 886.17
101798	143-320-49	621 N GERTRUDE AV	\$ -	\$ 1,638.52	\$ 1,638.52
205-0127728	135-244-10	1213 W Oak St	\$ 386.64	\$ -	\$ 386.64
224648	168-110-40	854 HENRY LONG BL	\$ 836.91	\$ 1,584.47	\$ 2,421.38
205-2012425	165-091-22	433 KOLHER ST	\$ 915.34	\$ -	\$ 915.34

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Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
290148	128-390-08	4437 HARMONY HILL WY	\$ -	\$ 1,638.97	\$ 1,638.97
224670	168-110-49	950 HENRY LONG BL	\$ 1,014.00	\$ 2,094.40	\$ 3,108.40
249826	068-360-07	3728 CANYONLANDS RD	\$ -	\$ 1,809.12	\$ 1,809.12
113954	155-340-22	2212 E CHURCH ST	\$ -	\$ 1,052.71	\$ 1,052.71
205-2012507	165-303-04	2617 S MONROE ST	\$ 1,159.21	\$ -	\$ 1,159.21
33010	088-060-31	1030 PROSPECTOR DR	\$ -	\$ 2,116.49	\$ 2,116.49
242516	116-430-40	4314 LEGACY CT	\$ -	\$ 1,137.54	\$ 1,137.54
205-2008045	147-152-06	1101 S CENTER ST	\$ 1,159.21	\$ -	\$ 1,159.21
522-11482	153-201-23	2290 E WASHINGTON ST	\$ 1,159.94	\$ -	\$ 1,159.94
262728	164-380-12	2403 WESLEY LN	\$ -	\$ 1,346.80	\$ 1,346.80
42438	094-310-48	6721 EL CAPITAN CI	\$ -	\$ 1,820.65	\$ 1,820.65
26274	081-241-08	6408 N EL DORADO ST	\$ -	\$ 1,210.60	\$ 1,210.60
205-0125944	165-142-04	140 W 6TH ST	\$ 256.51	\$ -	\$ 256.51
214524	119-270-49	2708 FLORIDA AV	\$ -	\$ 1,342.63	\$ 1,342.63
205-0127318	081-413-08	20 W MAYFAIR AVE	\$ 510.71	\$ -	\$ 510.71
96012	137-310-21	24 W SONORA ST	\$ -	\$ 1,574.52	\$ 1,574.52
105282	147-203-07	1125 S SUTTER ST	\$ -	\$ 1,451.27	\$ 1,451.27
119010	159-070-15	707 S WAGNER AV	\$ -	\$ 862.53	\$ 862.53
205-2027474	166-130-47	4108 DEGAS CT	\$ 660.86	\$ -	\$ 660.86
121408	164-290-46	3812 RAMALHO LN	\$ 790.86	\$ 1,729.49	\$ 2,520.35
24772	081-083-20	213 CORDOVA LN	\$ -	\$ 1,515.86	\$ 1,515.86
229298	151-080-03	1020 E PARK ST &	\$ -	\$ 956.99	\$ 956.99
235824	164-110-29	2016 DELTA CT	\$ -	\$ 1,536.35	\$ 1,536.35
246162	179-390-66	4144 OGALLALA LN	\$ -	\$ 1,296.12	\$ 1,296.12
205-2024105	164-110-29	2016 DELTA CT	\$ 836.91	\$ -	\$ 836.91
116706	157-225-04	25 S OLIVE AV	\$ -	\$ 867.61	\$ 867.61
205-2001342	163-510-03	2395 DIAMOND OAKS ST	\$ 975.68	\$ -	\$ 975.68
45118	097-560-05	2957 PLYMOUTH CT	\$ -	\$ 1,438.15	\$ 1,438.15
20000	079-326-17	617 CIMARRON AV	\$ -	\$ 1,412.22	\$ 1,412.22
39032	090-310-29	1918 CHAMBORD DR	\$ -	\$ 1,743.81	\$ 1,743.81
190154	164-180-31	1258 LLOYD THAYER CI	\$ 660.86	\$ 1,535.29	\$ 2,196.15
17244	078-420-35	9709 FOUNTAIN VALLEY DR	\$ -	\$ 1,839.92	\$ 1,839.92
205-2006785	163-740-36	1854 WASHO WAY	\$ 254.72	\$ -	\$ 254.72
38392	090-240-22	8318 CHERBOURG CT	\$ -	\$ 1,368.28	\$ 1,368.28
205-2029841	078-090-40	9844 COUNTRY MEADOW DR	\$ 660.86	\$ -	\$ 660.86
16726	078-380-42	9521 KELLEY DR	\$ -	\$ 2,499.76	\$ 2,499.76
61466	110-410-15	1963 PONTELLI CT	\$ 660.86	\$ 1,933.57	\$ 2,594.43
205-2003819	111-321-01	1879 LA JOLLA DR	\$ 484.86	\$ -	\$ 484.86
234766	130-070-18	3002 HORSETAIL DR	\$ -	\$ 1,484.51	\$ 1,484.51
205-2002326	147-151-08	1033 S Center St	\$ 475.66	\$ -	\$ 475.66
205-2012562	165-262-24	2531 S LINCOLN ST	\$ 915.34	\$ -	\$ 915.34
121880	164-240-61	1153 BRICK & TILE CI	\$ -	\$ 1,533.24	\$ 1,533.24
66890	112-190-30	4435 MALLARD CREEK CI	\$ -	\$ 2,547.10	\$ 2,547.10
7440	072-030-10	9720 CODY WY	\$ -	\$ 2,019.68	\$ 2,019.68
205-2008573	081-372-02	437 W Pearl Ave	\$ 441.07	\$ -	\$ 441.07
221226	163-650-51	1861 ST LAKES WY	\$ -	\$ 974.56	\$ 974.56
82344	123-231-30	1459 ELMWOOD AV	\$ -	\$ 806.68	\$ 806.68
25374	081-151-02	441 ALTURAS AV	\$ -	\$ 1,547.70	\$ 1,547.70
274034	128-240-39	2533 JAMAICA WY	\$ -	\$ 705.94	\$ 705.94
16130	078-330-11	3619 STANFIELD DR	\$ -	\$ 1,781.05	\$ 1,781.05
27390	081-345-14	6131 CRESENDA AV	\$ 750.90	\$ 743.21	\$ 1,494.11

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
277904	128-280-10	5431 STRAWBERRY WY	\$ -	\$ 1,645.62	\$ 1,645.62
522-14382	081-270-21	6415 N ALTURAS AVE	\$ 1,875.32	\$ -	\$ 1,875.32
205-0127570	168-150-31	968 WINDSAIL LN	\$ 655.59	\$ -	\$ 655.59
109190	151-130-39	321 N SIERRA NEVADA ST	\$ -	\$ 2,205.23	\$ 2,205.23
79636	121-290-11	2114 FULLERTON AV	\$ -	\$ 1,521.07	\$ 1,521.07
522-2957	177-300-27	3423 S B ST	\$ 1,166.06	\$ -	\$ 1,166.06
107162	149-170-01	46 N SUTTER ST	\$ -	\$ 3,985.36	\$ 3,985.36
205-2022781	164-260-54	1106 Klemeyer Cir	\$ 406.10	\$ -	\$ 406.10
115770	157-121-07	1011 S SHASTA AV	\$ -	\$ 783.80	\$ 783.80
205-2001748	102-333-23	4418 BIDWELL PL	\$ 856.86	\$ -	\$ 856.86
8788	072-100-16	1918 COMSTOCK DR	\$ -	\$ 4,150.25	\$ 4,150.25
15692	078-260-03	2813 STANFIELD DR	\$ 811.00	\$ 1,801.21	\$ 2,612.21
87528	133-033-39	2943 MONTE DIABLO AV 2	\$ -	\$ 882.46	\$ 882.46
261376	070-360-53	10729 WINWARD AV	\$ -	\$ 884.67	\$ 884.67
3106	163-480-29	2184 QUAKER RIDGE CT	\$ -	\$ 970.37	\$ 970.37
205-2012974	135-321-01	1170 W WALNUT ST	\$ 915.34	\$ -	\$ 915.34
37964	090-180-15	8727 CHERBOURG WY	\$ -	\$ 1,946.57	\$ 1,946.57
205-2008862	135-050-46	1761 W ACACIA ST	\$ 915.34	\$ -	\$ 915.34
10682	072-340-53	1414 BRIARWOOD WY	\$ -	\$ 1,853.13	\$ 1,853.13
7576	072-200-31	1316 CHAPARRAL WY	\$ -	\$ 1,005.68	\$ 1,005.68
50038	102-040-11	832 E GARNER LN	\$ 1,159.94	\$ 1,023.64	\$ 2,183.58
24724	081-081-05	203 GOYA DR	\$ -	\$ 3,111.36	\$ 3,111.36
66112	112-110-10	2338 PHEASANT RUN CI	\$ -	\$ 2,658.05	\$ 2,658.05
118940	159-065-08	815 S CARROLL AV	\$ -	\$ 766.70	\$ 766.70
243818	168-070-18	4015 MCDUGALD BL	\$ 595.99	\$ 1,363.01	\$ 1,959.00
242632	166-220-13	1841 GORDON VERNER CI	\$ -	\$ 1,610.94	\$ 1,610.94
127922	167-082-19	2234 S SUTTER ST	\$ 1,182.84	\$ 1,666.11	\$ 2,848.95
3964	071-240-25	3433 SCHOONER DR	\$ -	\$ 1,406.90	\$ 1,406.90
205-2019969	071-240-25	3433 SCHOONER DR	\$ 660.86	\$ -	\$ 660.86
95422	137-180-11	825 N COMMERCE ST	\$ -	\$ 1,002.17	\$ 1,002.17
205-2022725	166-060-28	1653 ERICKSON CIR	\$ 511.66	\$ -	\$ 511.66
242006	070-280-47	10187 RIVER PARK CI	\$ -	\$ 2,003.76	\$ 2,003.76
522-5740	117-310-04	1534 E HARDING WAY	\$ 1,159.70	\$ -	\$ 1,159.70
205-2017563	100-120-16	3105 MILL SPRINGS DR	\$ 754.39	\$ -	\$ 754.39
522-10697	147-330-18	820 E JEFFERSON ST	\$ 1,159.94	\$ -	\$ 1,159.94
309866	066-440-25	6940 WAMASQUID LN	\$ -	\$ 1,706.38	\$ 1,706.38
176030	123-300-30	2228 CLIPPER PL	\$ -	\$ 1,110.50	\$ 1,110.50
283548	066-360-21	10036 CAPETOWN LN	\$ -	\$ 1,415.41	\$ 1,415.41
522-13082	102-020-46	5817 KERMIT LN	\$ 1,159.94	\$ -	\$ 1,159.94
7900	072-060-16	1973 CHEYENNE WY	\$ -	\$ 1,198.55	\$ 1,198.55
29748	082-100-35	2901 LITCHFIELD DR	\$ -	\$ 1,822.92	\$ 1,822.92
101216	143-128-03	3018 LEWIS ST	\$ -	\$ 1,142.59	\$ 1,142.59
205-0127299	108-120-50	710 W LONGVIEW AVE	\$ 321.92	\$ -	\$ 321.92
101892	143-340-12	310 N ORO AV	\$ -	\$ 863.15	\$ 863.15
130446	169-153-10	1538 E EIGHTH ST	\$ -	\$ 734.45	\$ 734.45
76090	117-225-03	1744 SYCAMORE AV	\$ -	\$ 1,406.52	\$ 1,406.52
310380	122-170-06	10127 CLAPTON LN	\$ -	\$ 1,780.96	\$ 1,780.96
256082	066-130-01	10553 ALMANOR CI	\$ -	\$ 2,008.03	\$ 2,008.03
205-2000502	145-140-44	1710 W SONORA ST	\$ 315.34	\$ -	\$ 315.34
128374	167-113-07	1841 S AMERICAN ST	\$ -	\$ 1,491.78	\$ 1,491.78
205-2010237	133-411-37	1012 SAN JUAN AVEUT	\$ 299.60	\$ -	\$ 299.60

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
16062	078-310-43	9545 BISMARCK PL	\$ -	\$ 1,614.69	\$ 1,614.69
205-2005821	163-640-20	2095 NEVADA ST	\$ 1,092.28	\$ -	\$ 1,092.28
112254	153-232-20	8 N F ST	\$ -	\$ 1,181.17	\$ 1,181.17
205-2010201	163-590-06	2147 NAPA RIVER DR	\$ 1,159.21	\$ -	\$ 1,159.21
522-1402	167-042-07	1929 S HUNTER ST	\$ 1,166.06	\$ -	\$ 1,166.06
205-2032294	108-080-07	5534 TREE SWALLOW CT	\$ 660.86	\$ -	\$ 660.86
205-2032296	108-080-07	6150 Pampi Ct	\$ 442.65	\$ -	\$ 442.65
205-2024360	080-330-26	8734 Hacienda Ct	\$ 394.24	\$ -	\$ 394.24
205-2009843	115-100-20	12 E INGRAM ST	\$ 915.34	\$ -	\$ 915.34
79840	121-180-16	2720 COUNTRY CLUB BL	\$ -	\$ 3,380.68	\$ 3,380.68
125540	165-130-35	306 W SIXTH ST A	\$ 1,085.91	\$ 1,152.79	\$ 2,238.70
87756	133-044-12	2815 MONTE DIABLO AV	\$ -	\$ 1,096.13	\$ 1,096.13
7662	072-050-15	1954 SANTA FE DR	\$ -	\$ 1,781.91	\$ 1,781.91
205-2008872	135-424-11	721 W PARK ST	\$ 915.34	\$ -	\$ 915.34
122144	164-210-24	3373 COL BROWN CT	\$ 436.91	\$ 1,996.65	\$ 2,433.56
205-2001938	111-321-08	1823 LA JOLLA DR	\$ 1,159.21	\$ -	\$ 1,159.21
64898	111-391-04	1618 PRINCETON AV	\$ 1,099.89	\$ 1,520.09	\$ 2,619.98
205-2005813	163-750-09	1825 PLATTE RD	\$ 689.30	\$ -	\$ 689.30
204826	070-190-27	10042 RIVER OAKS DR	\$ -	\$ 1,517.60	\$ 1,517.60
205-2008742	135-200-34	1101 W Vine St	\$ 436.29	\$ -	\$ 436.29
276284	164-390-04	616 QUEENSLAND CI	\$ -	\$ 916.54	\$ 916.54
205-2029905	078-350-61	3546 OTTO DR	\$ 809.28	\$ -	\$ 809.28
102588	143-451-10	2629 ANITA ST	\$ -	\$ 1,454.54	\$ 1,454.54
60128	110-050-57	2535 ROSE MARIE LN	\$ 836.91	\$ 1,753.67	\$ 2,590.58
40966	094-080-02	7706 LORRAINE AV	\$ -	\$ 1,744.02	\$ 1,744.02
205-2030455	100-110-15	6824 SHILOH CT	\$ 660.86	\$ -	\$ 660.86
77312	119-050-04	2965 N WILSON WY	\$ -	\$ 874.34	\$ 874.34
99170	141-182-19	2332 WATERLOO RD	\$ -	\$ 873.87	\$ 873.87
81558	123-181-12	1847 ELMWOOD AV	\$ -	\$ 846.59	\$ 846.59
270848	179-450-21	3962 DESHLER LN	\$ -	\$ 1,361.05	\$ 1,361.05
279046	094-380-23	1729 HAMMERTOWN DR	\$ -	\$ 1,148.79	\$ 1,148.79
82634	123-242-37	1535 OXFORD WY	\$ -	\$ 808.86	\$ 808.86
289174	157-350-04	1250 S ANTEROS AV	\$ -	\$ 876.17	\$ 876.17
132204	171-151-01	1804 E EIGHTH ST	\$ -	\$ 877.52	\$ 877.52
209418	163-580-48	2459 VOLPI DR	\$ 735.44	\$ 1,093.74	\$ 1,829.18
522-706	177-222-11	3437 DURANGO WAY	\$ 1,166.06	\$ -	\$ 1,166.06
205-2021018	080-090-13	2958 CHAUNCY CIR	\$ 660.86	\$ -	\$ 660.86
205-2010907	145-170-37	518 S Modesto Ave Apt 1	\$ 550.38	\$ -	\$ 550.38
131916	171-122-04	1827 NIGHTINGALE AV	\$ -	\$ 1,410.81	\$ 1,410.81
132730/286712	171-210-28	2438 S B ST	\$ -	\$ 940.32	\$ 940.32
174590	117-360-37	1771 EL PINAL DR	\$ -	\$ 1,107.79	\$ 1,107.79
82736	123-300-41	2200 COUNTRY CLUB BL	\$ -	\$ 1,078.79	\$ 1,078.79
259080	124-130-24	3969 NOVARA WY	\$ -	\$ 1,356.28	\$ 1,356.28
205-2012953	163-660-11	1233 HOUSTON AVE	\$ 287.33	\$ -	\$ 287.33
32126	082-370-20	7143 SHOREHAM PL	\$ 1,014.00	\$ 2,133.00	\$ 3,147.00
54756	104-380-49	4425 LA CRESTA WY 4	\$ -	\$ 1,371.86	\$ 1,371.86
522-4297	081-480-26	6507 GREENFIELD LN	\$ 1,166.06	\$ -	\$ 1,166.06
252386	166-300-13	1577 VENICE CI	\$ -	\$ 783.34	\$ 783.34
205-2008620	133-440-14	1866 LUCERNE AVE	\$ 583.08	\$ -	\$ 583.08
286114	084-160-26	48 VICENZA DR	\$ -	\$ 2,219.62	\$ 2,219.62
94726	137-123-14	33 W ROSE ST	\$ 918.91	\$ 1,467.66	\$ 2,386.57

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
82390	123-232-07	1608 ELMWOOD AV	\$ -	\$ 1,228.13	\$ 1,228.13
121486	164-280-15	3726 STEVE LILLIE CI	\$ 836.91	\$ 1,606.00	\$ 2,442.91
205-2008769	137-095-11	429 W WILLOW ST	\$ 915.34	\$ -	\$ 915.34
205-2003913	135-280-05	1201 W FLORA ST	\$ 266.04	\$ -	\$ 266.04
205-2008844	133-160-40	2417 W WILLOW ST	\$ 401.19	\$ -	\$ 401.19
276958	179-490-14	2321 CATAMARAN WY	\$ -	\$ 1,571.72	\$ 1,571.72
109958	151-260-41	319 S PILGRIM ST	\$ -	\$ 1,415.65	\$ 1,415.65
273790	128-220-38	2575 CORNFLOWER ST	\$ -	\$ 1,855.48	\$ 1,855.48
17720	079-070-13	8912 DON BORIGA WY	\$ -	\$ 1,940.90	\$ 1,940.90
205-2012702	175-260-14	242 HORTON AVE	\$ 1,159.21	\$ -	\$ 1,159.21
120472	159-230-60	5399 E SONORA ST	\$ -	\$ 876.17	\$ 876.17
94/85392/227300	127-020-01	2026 PACIFIC AV	\$ -	\$ 320.48	\$ 320.48
205-2032460	071-381-21	4230 BLACKSWAIN ST	\$ 846.08	\$ -	\$ 846.08
221716	164-130-70	1638 MAUDE ST	\$ 695.50	\$ 1,600.39	\$ 2,295.89
205-2031966	080-430-03	3022 OLD RANCH CIR	\$ 266.04	\$ -	\$ 266.04
38628	090-270-22	2414 FLEURY WY	\$ -	\$ 2,288.25	\$ 2,288.25
69792	113-361-09	404 TUXEDO S AV	\$ -	\$ 1,414.14	\$ 1,414.14
205-2005168	113-361-09	404 TUXEDO S AVE	\$ 1,159.21	\$ -	\$ 1,159.21
115834	157-122-21	1029 DAVID AV	\$ 1,166.06	\$ 1,417.80	\$ 2,583.86
137236	177-180-26	3211 BELLEVIEW AV	\$ -	\$ 1,221.81	\$ 1,221.81
72832	115-152-04	3411 N HUNTER ST	\$ -	\$ 758.80	\$ 758.80
221436	164-140-34	1753 CHERRY CT	\$ 660.86	\$ 1,567.56	\$ 2,228.42
66806	112-180-35	5029 MALLARD CREEK CT	\$ -	\$ 1,977.93	\$ 1,977.93
205-2006236	165-130-04	265 W 6th St	\$ 493.86	\$ -	\$ 493.86
138138	116-080-05	3353 WILLOWBROOK CI	\$ -	\$ 1,861.17	\$ 1,861.17
205-2010362	102-332-01	518 W BIANCHI RD	\$ 310.84	\$ -	\$ 310.84
205-2004261	111-382-01	1660 W SONOMA AVE	\$ 929.62	\$ -	\$ 929.62
80934	123-140-22	1989 MIDDLEFIELD AV	\$ -	\$ 806.68	\$ 806.68
83938	125-180-01	3230 N EL DORADO ST	\$ -	\$ 1,378.38	\$ 1,378.38
205-2023431	116-090-12	3712 WHISPERING CREEK CIR	\$ 659.20	\$ -	\$ 659.20
54690	104-380-19	434 CARIBROOK WY 3	\$ -	\$ 951.75	\$ 951.75
205-2031037	080-160-31	9010 NEWBERY CT	\$ 595.99	\$ -	\$ 595.99
178028	137-070-54	1430 N COMMERCE ST	\$ -	\$ 1,457.41	\$ 1,457.41
205-2022855	164-270-41	3606 Alan Goldfien Ct	\$ 489.18	\$ -	\$ 489.18
74474	115-320-33	3540 SAN MATEO AV	\$ -	\$ 752.13	\$ 752.13
205-2002488	165-092-27	509 HOWARD ST	\$ 735.44	\$ -	\$ 735.44
98592	141-112-14	605 WATTS AV	\$ -	\$ 1,414.93	\$ 1,414.93
133372	171-290-09	2171 S MARIPOSA RD	\$ -	\$ 1,016.75	\$ 1,016.75
61288	110-310-15	2006 ANGELICO CI	\$ -	\$ 531.32	\$ 531.32
278106	117-440-11	1755 COLMAR WY	\$ -	\$ 1,414.86	\$ 1,414.86
248486	166-110-29	2140 PICASSO WY	\$ -	\$ 1,501.51	\$ 1,501.51
205-0127969	147-152-17	1120 S Commerce St	\$ 447.28	\$ -	\$ 447.28
205-2011655	135-225-15	920 N ORANGE ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2015413	108-180-52	5456 PASSERO WAY	\$ 806.88	\$ -	\$ 806.88
205-2023779	168-160-31	844 WINDSAIL LN	\$ 836.91	\$ -	\$ 836.91
522-331	155-340-28	2254 E CHURCH ST	\$ 1,176.50	\$ -	\$ 1,176.50
205-2024518	166-350-08	2028 LATIGO WAY	\$ 266.04	\$ -	\$ 266.04
241638	070-260-07	9939 CAMPORA WY	\$ -	\$ 1,317.30	\$ 1,317.30
111124	153-102-06	2060 E WASHINGTON ST	\$ 948.09	\$ 1,415.77	\$ 2,363.86
111816	153-201-21	2211 E LAFAYETTE ST	\$ -	\$ 931.40	\$ 931.40
245858	124-260-68	9019 BRIDALVEIL CI	\$ -	\$ 1,432.46	\$ 1,432.46

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Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
308178	122-150-23	3022 MCCARTNEY WY	\$ -	\$ 658.87	\$ 658.87
263726	066-270-61	6056 SILVER OAK CI	\$ -	\$ 1,751.28	\$ 1,751.28
108934	151-093-14	1311 E OAK ST	\$ -	\$ 1,415.77	\$ 1,415.77
205-2010406	165-152-12	127 W 8TH ST	\$ 1,159.21	\$ -	\$ 1,159.21
275040	122-100-43	3752 MASSIMO CI	\$ -	\$ 1,634.94	\$ 1,634.94
68980	113-230-05	645 BRISTOL AV	\$ -	\$ 1,086.32	\$ 1,086.32
205-2003544	113-230-05	645 BRISTOL AVE	\$ 901.44	\$ -	\$ 901.44
134316	173-170-43	4119 E SIXTH ST	\$ -	\$ 876.17	\$ 876.17
34164	088-200-03	8212 TAM O SHANTER DR	\$ -	\$ 1,087.36	\$ 1,087.36
205-2001417	163-530-07	2138 SAINT LAKES WAY	\$ 558.04	\$ -	\$ 558.04
11098	072-240-42	1018 ARMOR DR	\$ -	\$ 1,843.09	\$ 1,843.09
262270	066-280-60	6285 CRESTVIEW CI	\$ -	\$ 1,708.02	\$ 1,708.02
205-2023821	078-020-03	2962 SMOKE TREE CIR	\$ 361.33	\$ -	\$ 361.33
35026	088-280-34	8815 DAMIAN CT	\$ -	\$ 1,614.75	\$ 1,614.75
205-2011000	135-300-25	1148 W ROSE ST	\$ 670.09	\$ -	\$ 670.09
265708	124-040-01	3022 STEFANO DR	\$ -	\$ 2,067.96	\$ 2,067.96
205-2008666	137-216-16	522 N Lincoln St	\$ 915.34	\$ -	\$ 915.34
83394	125-120-07	24 W NOBLE ST	\$ 915.34	\$ 1,494.48	\$ 2,409.82
205-2003861	165-261-14	553 BUENA VIDA CT	\$ 554.11	\$ -	\$ 554.11
33178	088-080-34	728 CHECOTAH CI	\$ -	\$ 2,098.03	\$ 2,098.03
18558	079-170-14	8539 ACAPULCO WY	\$ 1,309.61	\$ 2,306.19	\$ 3,615.80
123918	163-440-05	1202 GUTING DR	\$ 1,159.21	\$ 1,414.31	\$ 2,573.52
105988	147-292-13	802 S AMERICAN ST	\$ -	\$ 1,194.82	\$ 1,194.82
205-2007955	111-334-17	1854 TELEGRAPH AVE	\$ 915.34	\$ -	\$ 915.34
6690	075-290-11	1007 BURNS WY	\$ -	\$ 1,724.17	\$ 1,724.17
70500	118-350-15	4135 BOULDER CREEK CI	\$ -	\$ 2,723.50	\$ 2,723.50
205-2012728	163-530-40	2122 RED RIVER CT	\$ 1,159.21	\$ -	\$ 1,159.21
205-2015318	077-130-01	2501 BONNIEBROOK DR	\$ 1,014.00	\$ -	\$ 1,014.00
51756	102-260-52	214 NOTTINGHAM DR	\$ -	\$ 728.75	\$ 728.75
222522	068-050-27	3950 VANCOUVER CI	\$ -	\$ 2,425.75	\$ 2,425.75
9648	072-290-75	1020 OAKLEAF WY	\$ -	\$ 1,783.31	\$ 1,783.31
274662	164-390-23	613 QUEENSLAND CI	\$ 315.23	\$ 1,689.57	\$ 2,004.80
7612	072-200-49	1351 CHAPARRAL WY	\$ -	\$ 1,292.55	\$ 1,292.55
130344	169-100-50	2428 S UNION ST	\$ -	\$ 1,107.54	\$ 1,107.54
205-2016624	082-170-17	8114 SARATOGA WAY	\$ 836.91	\$ -	\$ 836.91
205-2016636	082-170-04	2801 WINCHESTER CT	\$ 836.91	\$ -	\$ 836.91
205-2009753	163-740-41	1761 TOIYABE LN	\$ 267.78	\$ -	\$ 267.78
102426	143-420-32	416 N SHASTA AV	\$ -	\$ 1,524.94	\$ 1,524.94
205-2012484	165-163-13	248 DELHI AVE	\$ 306.63	\$ -	\$ 306.63
71262	116-210-07	4973 MOSS CREEK CI	\$ 820.29	\$ 1,670.65	\$ 2,490.94
122116	164-180-23	1208 LLOYD THAYER CI	\$ 836.91	\$ 1,478.37	\$ 2,315.28
133248	171-274-04	2230 NIGHTINGALE AV	\$ -	\$ 746.10	\$ 746.10
131082	169-204-07	2026 SCRIBNER ST	\$ -	\$ 1,238.36	\$ 1,238.36
126484	165-262-21	2457 S LINCOLN ST	\$ -	\$ 1,419.33	\$ 1,419.33
205-2026011	116-600-44	4970 TIMEPIECE CIR	\$ 660.86	\$ -	\$ 660.86
9898	072-300-35	952 SUNNYOAK WY	\$ -	\$ 1,068.84	\$ 1,068.84
22506	080-150-44	2530 JIMENEZ WY	\$ 791.43	\$ 3,711.37	\$ 4,502.80
205-2004842	135-041-23	1621 Lucerne Ave	\$ 915.34	\$ -	\$ 915.34
205-2009929	163-640-16	2027 NEVADA ST	\$ 447.54	\$ -	\$ 447.54
205-2031480	168-300-24	640 BLUESTONE DR	\$ 836.91	\$ -	\$ 836.91
290924	128-420-23	2602 PINE BROOK DR	\$ -	\$ 3,052.06	\$ 3,052.06

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2009279	165-170-13	429 W 7TH ST	\$ 953.88	\$ -	\$ 953.88
130280	169-090-56	1130 E NINTH ST	\$ -	\$ 1,111.26	\$ 1,111.26
97002	139-166-08	537 E FREMONT ST	\$ -	\$ 8,111.15	\$ 8,111.15
108572	151-060-22	1133 E PARK ST	\$ -	\$ 6,250.55	\$ 6,250.55
108900	151-092-15	522 N PILGRIM ST	\$ -	\$ 6,870.62	\$ 6,870.62
108902	151-092-16	530 N PILGRIM ST	\$ -	\$ 5,630.45	\$ 5,630.45
6896	075-322-12	8515 COLONIAL DR	\$ -	\$ 2,446.34	\$ 2,446.34
217454	175-032-10	3025 FAIRMONT AV	\$ -	\$ 875.70	\$ 875.70
136328	175-150-35	3504 MOURFIELD AV	\$ -	\$ 1,071.19	\$ 1,071.19
205-2004263	165-360-21	28 W 8TH ST	\$ 492.81	\$ -	\$ 492.81
262140	070-430-30	2004 OLIVIA WY	\$ -	\$ 3,461.60	\$ 3,461.60
104638	147-104-08	927 S MADISON ST	\$ 1,005.14	\$ 1,414.38	\$ 2,419.52
132034	171-132-03	2444 E SEVENTH ST	\$ -	\$ 725.80	\$ 725.80
205-2005895	165-112-07	406 W 6TH ST	\$ 915.34	\$ -	\$ 915.34
86338	127-132-08	1821 N SAN JOAQUIN ST	\$ -	\$ 1,247.37	\$ 1,247.37
205-2000139	163-190-07	1872 S ARGONAUT ST	\$ 915.34	\$ -	\$ 915.34
22578	080-160-15	9012 CAVENDISH CT	\$ -	\$ 1,768.55	\$ 1,768.55
205-2013607	125-160-05	34 E ALPINE AVE	\$ 915.34	\$ -	\$ 915.34
255434	164-340-19	2469 CRESTMORE CI	\$ -	\$ 1,907.32	\$ 1,907.32
205-2010979	139-020-02	1418 N CENTER ST	\$ 915.34	\$ -	\$ 915.34
17154	078-410-31	2814 ANGEL DR	\$ -	\$ 2,321.96	\$ 2,321.96
37764	090-160-20	8816 AYLESFORD LN	\$ -	\$ 1,902.37	\$ 1,902.37
102462	143-420-48	551 VIOLA AV	\$ -	\$ 874.34	\$ 874.34
205-2024147	116-360-57	6426 BROOK HOLLOW CIR	\$ 1,014.00	\$ -	\$ 1,014.00
205-2016760	082-150-60	2572 Alexa Way	\$ 413.75	\$ -	\$ 413.75
205-2007336	163-560-57	2340 Oak Hill St	\$ 492.22	\$ -	\$ 492.22
132984	171-240-10	2291 E NINTH ST	\$ -	\$ 877.52	\$ 877.52
274660	164-390-22	609 QUEENSLAND CI	\$ 836.91	\$ 1,775.76	\$ 2,612.67
205-2010482	081-345-20	6027 CRESENDA AVE	\$ 401.06	\$ -	\$ 401.06
98346	141-083-08	961 BEATRICE AV	\$ -	\$ 911.93	\$ 911.93
205-2012923	165-154-25	35 W EIGHTH ST	\$ 814.27	\$ -	\$ 814.27
291622	168-270-02	4707 LISETTE WY	\$ 836.91	\$ 1,933.30	\$ 2,770.21
205-2012737	163-170-68	1767 HERMAN CT	\$ 681.31	\$ -	\$ 681.31
286064	084-160-44	10765 ROVIGO WY	\$ -	\$ 1,490.03	\$ 1,490.03
205-2010323	165-144-26	20 W 6TH ST	\$ 748.83	\$ -	\$ 748.83
260504	166-460-40	4568 ABRUZZI CI	\$ -	\$ 1,257.79	\$ 1,257.79
522-8324	115-380-28	644 SPIROU ST	\$ 1,159.94	\$ -	\$ 1,159.94
242308	128-070-20	4911 BUTTERCUP LN	\$ -	\$ 1,544.19	\$ 1,544.19
94564	137-110-19	204 W VINE ST	\$ 1,104.39	\$ 1,276.59	\$ 2,380.98
522-7456	139-300-06	233 N AURORA ST	\$ 1,325.66	\$ -	\$ 1,325.66
125988	165-170-08	473 W SEVENTH ST	\$ -	\$ 1,307.34	\$ 1,307.34
25106	081-123-05	724 EDAN AV	\$ -	\$ 1,274.76	\$ 1,274.76
205-2012759	163-570-19	2605 DIAMOND OAKS ST	\$ 445.28	\$ -	\$ 445.28
28590	081-470-32	636 LYNWOOD CT	\$ -	\$ 1,854.36	\$ 1,854.36
284954	143-080-27	2637 E FREMONT ST &	\$ -	\$ 1,234.73	\$ 1,234.73
129998	169-074-17	2124 S UNION ST	\$ -	\$ 2,192.89	\$ 2,192.89
130954	169-201-03	1683 E SIXTH ST	\$ -	\$ 1,072.91	\$ 1,072.91
130964	169-202-01	1678 E SIXTH ST	\$ -	\$ 1,098.41	\$ 1,098.41
522-28299	079-361-09	708 MORADA LN	\$ 1,506.91	\$ -	\$ 1,506.91
9216	072-220-17	1319 PRINCESS DR	\$ -	\$ 1,164.09	\$ 1,164.09
99142	141-182-04	1545 SIERRA LN	\$ -	\$ 1,121.47	\$ 1,121.47

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
267418	128-170-05	5472 RAYANNA DR	\$ -	\$ 1,675.03	\$ 1,675.03
53304	104-190-11	4518 HEMINGWAY CT	\$ -	\$ 737.17	\$ 737.17
205-2014769	077-210-07	7610 ALEXANDRIA PL	\$ 660.86	\$ -	\$ 660.86
241846	166-230-16	1858 GORDON VERNER CI	\$ -	\$ 1,466.82	\$ 1,466.82
128850	167-141-15	1526 S SAN JOAQUIN ST	\$ -	\$ 3,519.62	\$ 3,519.62
277566	126-310-09	8020 FARIN CT	\$ -	\$ 1,223.59	\$ 1,223.59
205-2026440	168-100-24	1129 Cypress Hill Ln	\$ 492.22	\$ -	\$ 492.22
28636	081-480-03	727 TOLAND LN	\$ -	\$ 1,173.10	\$ 1,173.10
205-2006788	137-096-13	445 W VINE ST	\$ 538.20	\$ -	\$ 538.20
97882	139-300-11	819 CHANNEL ST	\$ -	\$ 2,529.39	\$ 2,529.39
522-10913	153-205-11	2383 E SONORA ST	\$ 1,159.94	\$ -	\$ 1,159.94
122020	164-160-06	1369 LLOYD THAYER CI	\$ -	\$ 1,775.42	\$ 1,775.42
137226	177-180-22	3247 BELLEVIEW AV	\$ -	\$ 1,679.02	\$ 1,679.02
304836	171-390-05	2645 CLEARFIELD DR UT	\$ -	\$ 1,339.70	\$ 1,339.70
9514	072-290-08	1027 BEAR CREEK WY	\$ -	\$ 1,515.68	\$ 1,515.68
247850	166-050-02	1801 DOMINION DR	\$ -	\$ 1,336.77	\$ 1,336.77
117550	157-293-03	715 S SINCLAIR AV	\$ -	\$ 876.17	\$ 876.17
205-2012365	165-060-25	333 W FOURTH ST	\$ 304.88	\$ -	\$ 304.88
97880	139-300-10	831 CHANNEL ST	\$ -	\$ 3,720.63	\$ 3,720.63
44464	097-250-27	1620 STANTON WY	\$ -	\$ 1,461.35	\$ 1,461.35
270752	179-440-38	2865 TECUMSEH LN	\$ -	\$ 711.63	\$ 711.63
55970	108-110-65	1302 W LONGVIEW AV	\$ -	\$ 1,104.84	\$ 1,104.84
34836	088-270-12	9151 FITZPATRICK CI	\$ -	\$ 1,479.38	\$ 1,479.38
205-2024492	082-170-45	8229 Richland Way	\$ 385.79	\$ -	\$ 385.79
34910	088-270-49	9146 FITZPATRICK CI	\$ -	\$ 1,477.29	\$ 1,477.29
79820	121-170-14	2632 WARREN AV	\$ -	\$ 1,854.28	\$ 1,854.28
42990	094-360-47	6038 PALAMINO CT	\$ -	\$ 1,878.06	\$ 1,878.06
205-2026724	168-030-19	1234 Boardwalk Dr	\$ 493.81	\$ -	\$ 493.81
17940	079-111-02	8721 LOS OLIVOS CT	\$ -	\$ 1,507.62	\$ 1,507.62
19514	079-273-01	8227 LAN ARK DR	\$ -	\$ 2,906.66	\$ 2,906.66
205-2006225	163-220-01	1612 S ARGONAUT ST	\$ 371.77	\$ -	\$ 371.77
205-2032516	080-400-05	8915 CHERRY HILLS PL	\$ 550.13	\$ -	\$ 550.13
90410	135-070-07	1670 W FLORA ST	\$ -	\$ 1,027.93	\$ 1,027.93
33424	088-100-41	1026 CASTLE OAKS DR	\$ -	\$ 1,719.31	\$ 1,719.31
267632	173-470-23	2802 OLSON ST	\$ -	\$ 1,014.26	\$ 1,014.26
113198	155-190-36	1836 E SONORA ST	\$ -	\$ 1,507.32	\$ 1,507.32
205-2028108	166-420-03	2448 GALLEY WAY	\$ 451.91	\$ -	\$ 451.91
205-2009021	163-590-55	2788 HOUSTON AVE	\$ 915.34	\$ -	\$ 915.34
64622	111-363-20	1749 MICHIGAN AV	\$ -	\$ 869.45	\$ 869.45
63926	111-322-09	1814 LA JOLLA DR	\$ 551.19	\$ 983.59	\$ 1,534.78
205-2015409	077-080-08	2625 BIRCH AVE	\$ 290.38	\$ -	\$ 290.38
224754	168-130-27	845 WOODSTREAM ST	\$ -	\$ 2,421.39	\$ 2,421.39
209112	179-310-07	4965 S STATE ROUTE 99 E FR RD	\$ -	\$ 1,103.43	\$ 1,103.43
117742	157-310-28	537 S ADELBERT AV	\$ -	\$ 876.17	\$ 876.17
242666	166-220-23	3618 TOM LN	\$ -	\$ 1,118.38	\$ 1,118.38
205-2010143	163-090-16	2717 INDIANA ST	\$ 1,159.21	\$ -	\$ 1,159.21
127742	167-045-05	1829 S SUTTER ST	\$ 1,371.26	\$ 1,215.73	\$ 2,586.99
205-2016050	100-490-09	6280 SHENANDOAH PL	\$ 660.86	\$ -	\$ 660.86
111938	153-205-06	2360 E LAFAYETTE ST	\$ -	\$ 1,123.73	\$ 1,123.73
45668	098-020-38	3796 HATCHERS CI	\$ -	\$ 1,265.36	\$ 1,265.36
205-2021744	080-330-03	2206 HACIENDA DR	\$ 707.59	\$ -	\$ 707.59

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2024354	166-060-16	1680 ERICKSON CIR	\$ 324.97	\$ -	\$ 324.97
253366	116-550-46	4024 STEAMBOAT COVE LN	\$ -	\$ 1,809.21	\$ 1,809.21
89042	133-330-18	2045 MONTE DIABLO AV	\$ 1,830.68	\$ 1,416.37	\$ 3,247.05
190562	164-250-79	1266 LITTLEHALE PL	\$ 836.91	\$ 1,611.97	\$ 2,448.88
205-2009359	165-093-06	520 HOWARD ST	\$ 915.34	\$ -	\$ 915.34
205-2007331	163-650-27	2106 GREEN RIVER LN	\$ 308.42	\$ -	\$ 308.42
205-2012125	125-070-09	97 W ADAMS ST	\$ 428.58	\$ -	\$ 428.58
77578	119-070-29	2335 N F ST	\$ -	\$ 1,294.73	\$ 1,294.73
205-2032739	164-290-09	3752 STEVE LILLIE CIR	\$ 660.86	\$ -	\$ 660.86
219494	068-060-28	10795 PLEASANT VALLEY CI	\$ -	\$ 2,285.19	\$ 2,285.19
205-2006521	163-720-05	2879 MCCLOUD RIVER RD	\$ 1,052.00	\$ -	\$ 1,052.00
205-2026855	166-460-16	4454 MIST TRAIL DR	\$ 388.33	\$ -	\$ 388.33
308146	122-150-08	3004 LENNON WY	\$ -	\$ 1,652.61	\$ 1,652.61
102096	143-380-09	405 N ANTEROS AV	\$ -	\$ 982.43	\$ 982.43
205-2031657	078-240-09	2607 OTTO DR	\$ 277.93	\$ -	\$ 277.93
36910	090-100-20	9447 COURTNEY CT	\$ -	\$ 1,926.97	\$ 1,926.97
101266	143-130-12	2813 CHARLES ST	\$ -	\$ 873.87	\$ 873.87
260544	070-390-32	1914 LONNIE BECK WY	\$ -	\$ 1,851.25	\$ 1,851.25
205-2013190	165-100-32	541 W 6TH ST	\$ 340.63	\$ -	\$ 340.63
282972	117-400-04	2193 CHAPMAN OAK DR	\$ -	\$ 822.08	\$ 822.08
205-2007398	081-422-19	219 W MAYFAIR AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2014261	116-050-41	3440 HEATHERBROOK DR	\$ 712.50	\$ -	\$ 712.50
205-2012322	163-380-19	1345 DERRICK DR	\$ 650.21	\$ -	\$ 650.21
119262	159-090-35	4709 E MAIN ST	\$ -	\$ 876.17	\$ 876.17
205-2011588	145-240-13	1054 W SONORA ST	\$ 550.13	\$ -	\$ 550.13
7658	072-050-13	1942 SANTA FE DR	\$ -	\$ 2,231.79	\$ 2,231.79
54098	104-320-09	4415 TOWNEHOME DR	\$ -	\$ 952.22	\$ 952.22
205-2001608	165-182-14	447 ST FRANCIS ST	\$ 1,404.39	\$ -	\$ 1,404.39
273570	177-370-34	1517 BANDONI DR	\$ -	\$ 512.58	\$ 512.58
60088	110-050-37	4505 DA VINCI DR	\$ -	\$ 1,103.10	\$ 1,103.10
113274	155-200-25	1941 E MARSH ST	\$ -	\$ 1,525.38	\$ 1,525.38
205-2004833	145-310-01	405 S ORANGE ST	\$ 346.08	\$ -	\$ 346.08
115712	157-110-26	1004 S GOLDEN GATE AV	\$ -	\$ 1,211.87	\$ 1,211.87
205-2011844	121-170-04	2717 BRISTOL AVE	\$ 715.34	\$ -	\$ 715.34
8708	072-090-23	9449 CODY WY	\$ -	\$ 2,969.79	\$ 2,969.79
81548	123-181-07	1812 OXFORD WY	\$ -	\$ 1,228.53	\$ 1,228.53
271012	126-260-29	8886 TERRACORVO CI	\$ -	\$ 1,293.27	\$ 1,293.27
6850	075-321-19	2207 PORTOLA AV	\$ -	\$ 1,267.34	\$ 1,267.34
205-2003843	163-670-07	2045 DRIVER CT	\$ 1,025.85	\$ -	\$ 1,025.85
105036	147-170-40	147 E DR MARTIN LUTHER KING JR BL	\$ -	\$ 1,251.83	\$ 1,251.83
251036	124-230-23	9228 SNOW CREEK CI	\$ -	\$ 1,411.16	\$ 1,411.16
205312	163-570-28	2127 BEAU PRE ST	\$ 915.34	\$ 1,065.13	\$ 1,980.47
21116	079-430-12	453 JILL CI	\$ -	\$ 1,290.98	\$ 1,290.98
81734	123-192-15	1845 MIDDLEFIELD AV	\$ -	\$ 1,323.30	\$ 1,323.30
29418	082-060-24	3125 WEST CREEK DR	\$ -	\$ 2,226.92	\$ 2,226.92
111252	153-105-03	2161 E MAIN ST	\$ -	\$ 1,685.04	\$ 1,685.04
205-2005224	163-100-43	1232 DENVER A CT	\$ 915.34	\$ -	\$ 915.34
291760	168-250-10	782 HENRY LONG BL	\$ -	\$ 1,537.95	\$ 1,537.95
135490	173-400-24	3161 BARBARA ST	\$ -	\$ 851.36	\$ 851.36
48352	100-100-57	6820 STONEWALL CT	\$ -	\$ 1,910.42	\$ 1,910.42
205-2006541	127-046-13	3 E ALDER ST	\$ 892.61	\$ -	\$ 892.61

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2010869	163-800-02	1554 LA VITA DR	\$ 840.63	\$ -	\$ 840.63
53892	104-300-33	4477 LA CRESTA WY 1	\$ -	\$ 922.98	\$ 922.98
53904	104-300-38	4475 LA CRESTA WY 2	\$ -	\$ 926.29	\$ 926.29
522-6296	127-090-08	1505 N HUNTER ST	\$ 1,159.94	\$ -	\$ 1,159.94
129632	167-220-01	2045 S AMERICAN ST	\$ -	\$ 1,569.46	\$ 1,569.46
8800	072-100-19	1942 COMSTOCK DR	\$ -	\$ 2,849.46	\$ 2,849.46
205-2029606	078-410-37	2918 ANGEL DR	\$ 599.57	\$ -	\$ 599.57
116290	157-191-01	3202 E LAFAYETTE ST	\$ -	\$ 1,907.88	\$ 1,907.88
5852	071-381-26	4211 BLACKSWAIN ST	\$ -	\$ 1,743.00	\$ 1,743.00
11896	077-060-16	2520 BUTTONWILLOW AV	\$ 631.44	\$ 3,141.78	\$ 3,773.22
50768	102-120-11	5330 RIDGEWAY AV	\$ -	\$ 1,014.23	\$ 1,014.23
205-2020537	164-100-21	3336 RIPPLEROCK LN	\$ 660.86	\$ -	\$ 660.86
46840	098-320-07	6252 CHESAPEAKE CI	\$ -	\$ 1,813.69	\$ 1,813.69
522-12900	102-020-13	717 E LONGVIEW AVE	\$ 1,159.94	\$ -	\$ 1,159.94
206496	118-310-16	3056 CAROUSEL CI	\$ -	\$ 2,616.26	\$ 2,616.26
205-2012308	147-160-02	36 W JACKSON ST	\$ 915.34	\$ -	\$ 915.34
205-2013815	108-260-55	2227 LIDO CIR	\$ 266.04	\$ -	\$ 266.04
18846	079-204-01	228 E GLENCANNON ST	\$ -	\$ 1,964.40	\$ 1,964.40
205-2012445	163-492-26	1977 DIABLO CREEK DR	\$ 1,404.39	\$ -	\$ 1,404.39
522-564	115-280-17	726 E BARRYMORE ST	\$ 1,166.06	\$ -	\$ 1,166.06
118032	157-335-04	27 S GERTRUDE AV	\$ -	\$ 876.17	\$ 876.17
63774	111-290-17	3938 CRAWFORD CT	\$ -	\$ 919.68	\$ 919.68
25698	081-180-02	143 MARILYN AV	\$ -	\$ 1,615.28	\$ 1,615.28
15238	078-180-13	2507 FALLENLEAF DR	\$ 660.86	\$ 1,528.85	\$ 2,189.71
30018	082-140-05	8423 DON AV	\$ 836.91	\$ 1,530.50	\$ 2,367.41
221748	164-130-43	1807 MAUDE ST	\$ -	\$ 1,443.84	\$ 1,443.84
31736	082-330-18	7539 KARLSBERG CI	\$ -	\$ 3,436.79	\$ 3,436.79
31742	082-330-19	7531 KARLSBERG CI	\$ -	\$ 3,443.34	\$ 3,443.34
750/31748/31752	082-330-20	7525 KARLSBERG CI	\$ -	\$ 1,565.59	\$ 1,565.59
205-2006839	111-392-30	1645 W ALPINE AVE	\$ 356.64	\$ -	\$ 356.64
155144	096-150-17	5373 BARBADOS CI	\$ -	\$ 1,787.30	\$ 1,787.30
120916	159-310-09	5534 E WASHINGTON ST	\$ -	\$ 1,447.43	\$ 1,447.43
104668	147-106-04	901 S COMMERCE ST	\$ -	\$ 971.60	\$ 971.60
5676	071-360-23	7255 SHORELINE DR	\$ -	\$ 1,611.92	\$ 1,611.92
203860	173-450-05	2051 MISSION VALLEY LN	\$ -	\$ 743.46	\$ 743.46
128752	167-133-03	1605 S AMERICAN ST	\$ -	\$ 1,072.26	\$ 1,072.26
272754	126-270-11	3094 SONATA CI	\$ -	\$ 1,471.91	\$ 1,471.91
35562	088-350-21	8902 DOUBLE DOVE LN	\$ -	\$ 1,520.14	\$ 1,520.14
50110	102-040-54	5718 LINDA SUE DR	\$ -	\$ 1,274.44	\$ 1,274.44
45342	097-580-02	6948 PLYMOUTH RD	\$ 836.91	\$ 1,527.24	\$ 2,364.15
110030	151-273-04	1314 E LAFAYETTE ST	\$ -	\$ 1,219.94	\$ 1,219.94
113978	155-340-34	2279 E HAZELTON AV	\$ -	\$ 861.67	\$ 861.67
136590	175-240-32	3812 MOURFIELD AV	\$ -	\$ 862.93	\$ 862.93
205-2025154	164-050-33	2427 DUNE PL	\$ 660.86	\$ -	\$ 660.86
205-2033048	071-400-46	4403 BASS RD	\$ 487.88	\$ -	\$ 487.88
18650	079-181-24	221 SAN FERNANDO AV	\$ -	\$ 1,429.98	\$ 1,429.98
205-2006291	163-112-15	2313 GEORGIA AVE	\$ 915.34	\$ -	\$ 915.34
205-2000905	163-112-20	2213 GEORGIA AVE	\$ 915.34	\$ -	\$ 915.34
205-2000907	165-095-09	314 W 5TH ST	\$ 1,159.21	\$ -	\$ 1,159.21
104132	147-074-14	549 W DR MARTIN LUTHER KING JR BL	\$ -	\$ 984.56	\$ 984.56
284176	084-110-27	447 AVIGNON WY	\$ -	\$ 2,378.78	\$ 2,378.78

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Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
74550	115-330-07	3309 CORONADO AV	\$ -	\$ 861.67	\$ 861.67
155382	096-190-20	1705 BONAIRE CI	\$ -	\$ 2,359.39	\$ 2,359.39
205-2016300	080-220-36	2357 SHROPSHIRE DR	\$ 270.77	\$ -	\$ 270.77
124748	165-072-19	101 W THIRD ST	\$ 695.50	\$ 1,415.61	\$ 2,111.11
205-2016677	082-120-08	2653 JAVETE WAY	\$ 669.42	\$ -	\$ 669.42
205-2002234	165-141-07	125 W 6TH ST	\$ 677.81	\$ -	\$ 677.81
135924	175-033-21	2944 FAIRMONT AV	\$ -	\$ 849.12	\$ 849.12
522-7305	167-123-13	1732 S CALIFORNIA ST	\$ 1,513.96	\$ -	\$ 1,513.96
286888	115-380-76	4262 STEPHANIE ST	\$ -	\$ 1,505.40	\$ 1,505.40
205-2027194	164-070-07	2225 SURF CT	\$ 659.36	\$ -	\$ 659.36
222814	163-660-14	2769 SPRING HILL DR	\$ -	\$ 1,287.95	\$ 1,287.95
17320	079-030-20	625 W MORADA LN	\$ -	\$ 504.76	\$ 504.76
244996	168-060-27	841 SANDDOLLAR CI	\$ 562.12	\$ 2,259.36	\$ 2,821.48
116070	157-160-39	936 S GARDEN AV	\$ -	\$ 1,303.38	\$ 1,303.38
289784	117-500-67	1804 CHAPELLE CT	\$ -	\$ 1,446.10	\$ 1,446.10
247240	168-050-11	1167 ROYALBLUE DR	\$ -	\$ 2,751.27	\$ 2,751.27
248074	166-120-17	2306 CEZANNE LN	\$ -	\$ 1,599.58	\$ 1,599.58
126986	165-310-57	2643 FAIRMONT AV	\$ 904.39	\$ 1,520.06	\$ 2,424.45
115720	157-110-30	928 S GOLDEN GATE AV	\$ 1,159.94	\$ 1,351.88	\$ 2,511.82
109116	151-120-43	321 N PILGRIM ST	\$ -	\$ 1,418.96	\$ 1,418.96
100418	141-284-01	1561 N FILBERT ST	\$ -	\$ 918.45	\$ 918.45
130154	169-080-39	2229 OPHIR ST	\$ -	\$ 1,415.35	\$ 1,415.35
28454	081-430-06	734/736/738 E SWAIN RD	\$ 3,479.82	\$ 2,101.29	\$ 5,581.11
106458	149-064-04	128 E SONORA ST	\$ -	\$ 1,017.11	\$ 1,017.11
205-2003076	163-680-09	1817 HOUSTON AVE	\$ 915.34	\$ -	\$ 915.34
242332	116-430-01	5505 VINTAGE CI	\$ -	\$ 3,732.27	\$ 3,732.27
205-2003284	165-153-18	28 DELHI AVE	\$ 915.34	\$ -	\$ 915.34
205-2026864	164-390-31	687 QUEENSLAND CIR	\$ 660.86	\$ -	\$ 660.86
50078	102-040-36	620 E MAYFAIR AV	\$ -	\$ 1,014.67	\$ 1,014.67
249146	116-520-17	5257 RIVERBROOK DR	\$ 550.13	\$ 2,694.74	\$ 3,244.87
120866	159-300-25	5613 E MARSH ST	\$ -	\$ 871.19	\$ 871.19
242162	068-240-65	10225 CHAPLIN CT	\$ -	\$ 1,095.80	\$ 1,095.80
78046	119-160-34	2860 REDWOOD AV	\$ -	\$ 880.87	\$ 880.87
244230	179-380-14	4121 CRETE CT	\$ -	\$ 1,511.27	\$ 1,511.27
111268	153-105-09	2189 E MAIN ST	\$ -	\$ 1,520.55	\$ 1,520.55
121640	168-080-59	726 WILLIAM MOSS BL	\$ 836.91	\$ 1,486.12	\$ 2,323.03
204114	126-120-51	7938 HANEY LN	\$ -	\$ 1,419.87	\$ 1,419.87
32928	088-054-13	9326 EAGLEPOINT LN	\$ -	\$ 1,667.43	\$ 1,667.43
205-2000950	163-570-41	2145 HOUSTON AVE	\$ 915.34	\$ -	\$ 915.34
254502	163-750-23	2060 PLATTE RD	\$ -	\$ 1,416.36	\$ 1,416.36
8346	072-070-25	1922 LAREDO CI	\$ -	\$ 937.83	\$ 937.83
205-2026613	166-280-27	4313 Roma Ln	\$ 436.29	\$ -	\$ 436.29
98856	141-130-41	737 N D ST	\$ 1,166.06	\$ 1,417.49	\$ 2,583.55
205-0127246	123-051-04	2332 Fraser Ave	\$ 436.29	\$ -	\$ 436.29
205-2007012	121-110-06	2223 OREGON AVE	\$ 1,141.28	\$ -	\$ 1,141.28
29756	082-100-39	2926 MONTICELLO DR	\$ -	\$ 1,539.21	\$ 1,539.21
205-2006925	113-070-11	2135 Manchester Ave	\$ 394.24	\$ -	\$ 394.24
248338	166-140-16	4133 SEURAT CT	\$ 836.91	\$ 2,190.34	\$ 3,027.25
310184	066-450-51	6718 DON CONTI LN	\$ -	\$ 2,042.76	\$ 2,042.76
94698	137-123-01	1246 N COMMERCE ST	\$ -	\$ 977.22	\$ 977.22
205-2026149	116-360-04	6475 BROOK HOLLOW CIR	\$ 491.81	\$ -	\$ 491.81

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
522-14097	167-102-06	2045 S CALIFORNIA ST C	\$ 1,159.94	\$ -	\$ 1,159.94
91758	135-270-43	537 N SAN JOSE ST	\$ 955.97	\$ 999.98	\$ 1,955.95
269816	070-510-25	10449 BIG OAK CI	\$ -	\$ 1,666.84	\$ 1,666.84
104254	147-083-08	1219 S MADISON ST	\$ 1,215.59	\$ 1,520.06	\$ 2,735.65
111862	153-203-01	2251 E MAIN ST	\$ -	\$ 1,272.78	\$ 1,272.78
126414	165-240-12	122 W TENTH ST	\$ 1,283.37	\$ 1,417.79	\$ 2,701.16
56058	108-120-38	800 W LONGVIEW AV	\$ 492.47	\$ 1,503.93	\$ 1,996.40
205-2032614	164-150-05	1463 LLOYD THAYER CIR	\$ 736.91	\$ -	\$ 736.91
29870	082-110-22	8501 EDGEFIELD WY	\$ -	\$ 1,294.37	\$ 1,294.37
128730	167-132-13	415 E THIRD ST	\$ 1,166.06	\$ 1,417.06	\$ 2,583.12
27138	081-331-07	6113 FILLMORE AV	\$ -	\$ 1,050.36	\$ 1,050.36
205-2028754	166-130-28	2222 VAN GOGH LN	\$ 311.06	\$ -	\$ 311.06
29460	082-070-12	8467 KELLEY DR	\$ -	\$ 2,972.35	\$ 2,972.35
264876	179-420-19	3831 HOLDREGE WY	\$ -	\$ 1,712.16	\$ 1,712.16
17614	079-062-06	8855 SANTA MARIA WY	\$ -	\$ 1,102.57	\$ 1,102.57
14024	078-020-48	2975 SMOKE TREE CI	\$ 660.86	\$ 1,994.52	\$ 2,655.38
20584	079-370-30	8310 BERWICK WY	\$ -	\$ 1,565.99	\$ 1,565.99
247918	166-040-44	4915 MIRAMARE LN	\$ -	\$ 1,487.26	\$ 1,487.26
205-2012598	165-142-05	122 W 6TH ST	\$ 1,215.59	\$ -	\$ 1,215.59
126466	165-262-17	2560 S HARRISON ST	\$ 1,159.21	\$ 1,187.62	\$ 2,346.83
126590	165-280-25	2721 S LINCOLN ST	\$ 1,404.39	\$ 1,520.05	\$ 2,924.44
253994	166-360-37	4359 PISSARRO DR	\$ 836.91	\$ 1,167.37	\$ 2,004.28
205-2013349	113-230-30	628 BRISTOL AVE	\$ 915.34	\$ -	\$ 915.34
205-2012162	165-054-15	431 W 4TH ST	\$ 915.34	\$ -	\$ 915.34
16006	078-310-15	3030 OTTO DR	\$ -	\$ 1,236.79	\$ 1,236.79
304364	137-170-07	337 W FLORA ST UT	\$ 1,830.68	\$ 1,409.04	\$ 3,239.72
100338	141-270-64	1143 N FILBERT ST	\$ -	\$ 1,423.15	\$ 1,423.15
204308	164-300-31	891 KATE LINDE CI	\$ 836.91	\$ 2,214.68	\$ 3,051.59
135298	173-380-16	1262 WHITE OWL LN	\$ -	\$ 876.17	\$ 876.17
522-13522	151-044-03	1422 E ROOSEVELT ST	\$ 1,159.94	\$ -	\$ 1,159.94
205-2010144	163-190-41	1020 IRENE ST	\$ 915.34	\$ -	\$ 915.34
205-2010478	137-123-12	17 W ROSE ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2010418	145-240-15	420 S Argonaut St	\$ 276.06	\$ -	\$ 276.06
78866	119-270-21	2903 FLORIDA AV	\$ -	\$ 1,233.68	\$ 1,233.68
189716	164-240-51	1113 BRICK & TILE CI	\$ 660.86	\$ 1,452.01	\$ 2,112.87
136934	177-153-15	3443 PHELPS ST	\$ 1,159.94	\$ 1,521.10	\$ 2,681.04
288520	084-220-47	10533 WALTER WY	\$ -	\$ 2,536.52	\$ 2,536.52
312970	066-500-64	10013 FAIRWEATHER DR	\$ -	\$ 3,028.09	\$ 3,028.09
205-2019739	108-260-65	2287 LIDO CIR	\$ 836.91	\$ -	\$ 836.91
32510	082-400-09	3250 W HAMMER LN	\$ -	\$ 3,590.52	\$ 3,590.52
237304	081-020-11	850 W HAMMER LN	\$ -	\$ 2,021.85	\$ 2,021.85
94428	137-102-17	1130 N EDISON ST A	\$ -	\$ 1,564.78	\$ 1,564.78
205-2019816	080-110-28	2743 PLANTATION PL	\$ 958.34	\$ -	\$ 958.34
205-2019817	080-110-28	2745 Plantation Pl	\$ 836.91	\$ -	\$ 836.91
205-2003350	165-305-10	2731 ODELL AVE	\$ 266.04	\$ -	\$ 266.04
89606	133-450-05	1884 W WILLOW ST	\$ 1,159.21	\$ 1,038.53	\$ 2,197.74
261824	166-470-22	4946 BERNAL DR	\$ -	\$ 1,562.66	\$ 1,562.66
19518	079-273-03	8207 LAN ARK DR	\$ -	\$ 2,177.31	\$ 2,177.31
204042	126-130-32	4129 MERCY LN	\$ -	\$ 1,259.42	\$ 1,259.42
14036	078-030-06	3209 LARCHMONT DR	\$ -	\$ 1,207.06	\$ 1,207.06
11122	072-240-54	9648 MAJESTIC LN	\$ -	\$ 3,371.43	\$ 3,371.43

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
80790	123-110-50	1974 CANAL DR	\$ -	\$ 1,228.53	\$ 1,228.53
522-4250	169-222-20	1633 JULIAN ST	\$ 1,166.06	\$ -	\$ 1,166.06
258100	066-220-31	10127 BERRYESSA DR	\$ -	\$ 1,512.17	\$ 1,512.17
9888	072-300-30	922 SUNNYOAK WY	\$ -	\$ 1,322.22	\$ 1,322.22
205-2008734	123-090-19	2013 FRANKLIN AVE	\$ 331.84	\$ -	\$ 331.84
124812	165-074-01	1820 S MONROE ST	\$ -	\$ 1,659.91	\$ 1,659.91
246320	164-050-44	2483 SAILBOAT CT	\$ -	\$ 2,268.72	\$ 2,268.72
311738	084-240-48	10852 PIAVE WY	\$ -	\$ 1,603.44	\$ 1,603.44
35588	088-350-34	656 WHIPPORWILL ST	\$ -	\$ 823.13	\$ 823.13
205-2009469	163-570-03	2486 OAK HILL ST	\$ 915.34	\$ -	\$ 915.34
205-2003625	165-073-20	153 W 4TH ST	\$ 725.91	\$ -	\$ 725.91
114030	155-350-21	2242 E MARSH ST	\$ 1,159.94	\$ 1,518.67	\$ 2,678.61
42458	094-310-58	6677 EL CAPITAN CI	\$ -	\$ 1,633.77	\$ 1,633.77
205-2007766	097-510-13	6260 Porterfield Ct	\$ 503.48	\$ -	\$ 503.48
205-2006159	123-300-31	2244 CLIPPER PL	\$ 670.87	\$ -	\$ 670.87
308972	149-270-61	816 E HAZELTON AV &	\$ -	\$ 1,102.24	\$ 1,102.24
229188	149-270-64	830 E HAZELTON AV &	\$ -	\$ 1,573.37	\$ 1,573.37
205-2023789	168-160-25	906 WINDSAIL LN	\$ 677.33	\$ -	\$ 677.33
205-2008901	133-310-01	1245 FIGUEROA ST	\$ 1,159.21	\$ -	\$ 1,159.21
522-13717	151-260-15	326 S UNION ST	\$ 1,159.94	\$ -	\$ 1,159.94
205-2006683	125-150-43	58 W MENDOCINO AVE	\$ 699.69	\$ -	\$ 699.69
234872	130-070-49	3050 GINKGO CT	\$ -	\$ 1,497.26	\$ 1,497.26
10910	072-180-41	9859 WEEPING WILLOW DR	\$ -	\$ 2,658.46	\$ 2,658.46
42662	094-330-03	1910 GILLIMER DR	\$ -	\$ 1,496.61	\$ 1,496.61
205898	163-560-14	2547 TILDEN PARK ST	\$ 915.34	\$ 1,089.75	\$ 2,005.09
115184	157-054-02	317 RENDON AV	\$ -	\$ 1,148.95	\$ 1,148.95
48154	100-090-11	6932 ALLEGHENY PL	\$ -	\$ 2,135.04	\$ 2,135.04
111830	153-202-03	2222 E LAFAYETTE ST	\$ -	\$ 1,522.02	\$ 1,522.02
522-9060	155-454-14	845 SULLIVAN AVE	\$ 1,187.93	\$ -	\$ 1,187.93
237874	166-160-55	2204 WILLIAM MOSS BL	\$ 1,014.00	\$ 1,271.52	\$ 2,285.52
205-2000459	121-090-31	3264 MICHIGAN AVE	\$ 590.94	\$ -	\$ 590.94
205-2010613	165-144-20	53 DELHI AVE	\$ 915.34	\$ -	\$ 915.34
259872	166-420-40	5029 ALEE LN	\$ -	\$ 1,489.59	\$ 1,489.59
205-2030408	078-370-06	3813 GREGORY WAY	\$ 330.00	\$ -	\$ 330.00
239478	166-180-14	1940 NISPEROS ST	\$ 527.91	\$ 1,799.35	\$ 2,327.26
101296	143-130-32	1824 N GOLDEN GATE AV	\$ -	\$ 1,553.18	\$ 1,553.18
8436	072-150-35	1714 WYATT WY	\$ -	\$ 1,426.36	\$ 1,426.36
205-2012187	135-424-03	728 W Flora St	\$ 489.18	\$ -	\$ 489.18
205-2011337	137-165-09	403 W FLORA ST	\$ 1,159.21	\$ -	\$ 1,159.21
243420	068-290-21	4046 BLACK BUTTE CI	\$ -	\$ 1,683.71	\$ 1,683.71
78748	119-262-01	2404 E CHEROKEE RD	\$ -	\$ 2,163.93	\$ 2,163.93
234618	166-150-03	1927 FLATBOAT ST	\$ 836.91	\$ 1,883.96	\$ 2,720.87
5786	071-374-03	4132 STURGEON RD	\$ -	\$ 1,787.08	\$ 1,787.08
205-2012681	163-470-31	1673 SOQUEL LN	\$ 269.04	\$ -	\$ 269.04
36270	090-051-14	1876 CRESTWOOD CI	\$ -	\$ 1,507.09	\$ 1,507.09
75258	117-130-41	1946 ORWOOD ST	\$ 1,129.74	\$ 721.12	\$ 1,850.86
297896	169-040-22	1674 S UNION ST	\$ -	\$ 8,060.55	\$ 8,060.55
120630	159-250-08	5282 E MARSH ST	\$ -	\$ 869.92	\$ 869.92
205-2024579	080-060-36	3222 ADMIRAL DR	\$ 532.41	\$ -	\$ 532.41
84552	125-250-37	312 E ELLIS ST	\$ -	\$ 994.76	\$ 994.76
19766	079-310-09	8134 KILTIE WY	\$ -	\$ 1,673.52	\$ 1,673.52

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-0126984	133-020-49	1303 Doray Ct	\$ 518.67	\$ -	\$ 518.67
205-2008843	163-640-50	1981 FORT HALL PL	\$ 555.46	\$ -	\$ 555.46
205-2008606	125-150-16	41 W SONOMA AVE	\$ 353.74	\$ -	\$ 353.74
10038	072-380-18	1418 GOLDENLEAF WY	\$ -	\$ 1,862.44	\$ 1,862.44
15554	078-230-18	2403 STANFIELD DR	\$ -	\$ 1,964.26	\$ 1,964.26
108244	151-041-15	1139 E ACACIA ST	\$ -	\$ 747.17	\$ 747.17
64762	111-372-30	1619 MICHIGAN AV	\$ -	\$ 1,398.07	\$ 1,398.07
116390	157-192-08	3316 FOREST DR	\$ -	\$ 1,314.69	\$ 1,314.69
205-2005543	102-300-43	26 GOLD RUN PL	\$ 277.95	\$ -	\$ 277.95
97228	139-180-24	429 E ACACIA ST	\$ -	\$ 1,415.39	\$ 1,415.39
101482	143-170-39	1425 SUTRO AV	\$ -	\$ 1,212.32	\$ 1,212.32
117012	157-252-14	806 S ANTEROS AV	\$ -	\$ 1,433.02	\$ 1,433.02
205-2003040	147-093-04	224 W ANDERSON ST	\$ 1,159.21	\$ -	\$ 1,159.21
77352	119-050-25	2938 N BELVEDERE AV	\$ -	\$ 1,368.00	\$ 1,368.00
31570	082-310-12	2916 W HAMMER LN	\$ 836.91	\$ 1,459.90	\$ 2,296.81
522-3778	141-202-07	2240 E ACACIA ST	\$ 1,166.06	\$ -	\$ 1,166.06
268672	124-330-48	9019 CHIANTI CI	\$ -	\$ 1,509.83	\$ 1,509.83
32754	088-051-15	1021 FLEETWOOD WY	\$ -	\$ 2,857.11	\$ 2,857.11
205-2009651	137-162-03	628 W FLORA ST	\$ 1,159.21	\$ -	\$ 1,159.21
108256	151-042-01	1204 ROOSEVELT ST	\$ -	\$ 730.47	\$ 730.47
205-2022466	077-360-25	941 CLARANE AVE	\$ 695.50	\$ -	\$ 695.50
205-2004403	135-160-24	1422 W Willow St	\$ 415.80	\$ -	\$ 415.80
205-2009568	135-402-03	834 W ACACIA ST	\$ 556.97	\$ -	\$ 556.97
132394	171-161-46	1819 ELEVENTH ST	\$ -	\$ 877.05	\$ 877.05
205-2015068	077-101-14	2621 MEADOW AVE	\$ 534.57	\$ -	\$ 534.57
205-2011672	113-063-10	1158 S TUXEDO AVE	\$ 695.50	\$ -	\$ 695.50
271050	126-250-67	8954 TERRACORVO CI	\$ -	\$ 2,336.62	\$ 2,336.62
131392	169-224-08	2310 SCRIBNER ST	\$ -	\$ 1,200.25	\$ 1,200.25
106604	149-070-25	539 S SAN JOAQUIN ST A-B-C	\$ -	\$ 2,885.24	\$ 2,885.24
242600	166-220-47	1801 GORDON VERNER CI	\$ 1,014.00	\$ 1,538.06	\$ 2,552.06
30408	082-180-02	8380 HAMILTON WY	\$ 1,014.00	\$ 1,980.75	\$ 2,994.75
22586	080-160-19	9015 NEWBERY CT	\$ -	\$ 1,616.42	\$ 1,616.42
17084	078-400-45	9715 DUBLIN CT	\$ -	\$ 1,582.89	\$ 1,582.89
205-2006248	111-333-01	3666 MISSION RD	\$ 1,404.39	\$ -	\$ 1,404.39
282926	117-400-49	2140 CANBY OAK DR	\$ -	\$ 1,167.18	\$ 1,167.18
95526	137-190-14	114 W PARK ST	\$ 758.55	\$ 2,798.01	\$ 3,556.56
205-0128155	110-240-16	701 W BIANCHI RD	\$ 712.78	\$ -	\$ 712.78
254006	166-360-43	4420 PISSARRO DR	\$ 836.91	\$ 2,275.59	\$ 3,112.50
251584	168-220-39	4422 PIAZZA CT	\$ 835.26	\$ 1,573.83	\$ 2,409.09
313452	108-130-30	5611 PACIFIC AV	\$ -	\$ 1,230.03	\$ 1,230.03
18512	079-160-24	754 W LOS FELIS AV	\$ -	\$ 2,691.52	\$ 2,691.52
205-2009271	163-610-70	2057 DE LA VEGA CT	\$ 1,404.39	\$ -	\$ 1,404.39
258312	126-080-26	4370 KIRSTEN DR	\$ -	\$ 1,159.82	\$ 1,159.82
254194	116-620-26	6294 PINE MEADOW CI	\$ -	\$ 1,729.39	\$ 1,729.39
205-2008753	135-310-03	1240 W HARDING WAY	\$ 1,005.14	\$ -	\$ 1,005.14
7718	072-050-43	1802 CHAPARRAL WY	\$ -	\$ 1,401.12	\$ 1,401.12
205-2021027	080-090-37	2895 CHAUNCY CIR	\$ 660.86	\$ -	\$ 660.86
224438	177-300-26	1966 MCPATT PL	\$ -	\$ 1,740.45	\$ 1,740.45
221794	164-130-04	3361 WARMKE LN	\$ 1,014.00	\$ 1,527.29	\$ 2,541.29
209122	179-310-06	5073 S STATE ROUTE 99 E FR RD	\$ -	\$ 1,103.71	\$ 1,103.71
522-6275	155-210-10	2006 E LAFAYETTE ST	\$ 1,440.16	\$ -	\$ 1,440.16

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
22556	080-160-04	2721 LUCILE AV	\$ -	\$ 1,445.03	\$ 1,445.03
81438	123-172-09	1808 BRISTOL AV	\$ -	\$ 1,295.07	\$ 1,295.07
522-14532	151-050-39	1447 E POPLAR ST	\$ 1,140.79	\$ -	\$ 1,140.79
205-2010288	111-391-13	1440 PRINCETON AVE	\$ 1,005.14	\$ -	\$ 1,005.14
8338	072-070-21	1906 LAREDO CI	\$ -	\$ 1,538.24	\$ 1,538.24
205-2013257	125-110-12	14 E ELLIS ST	\$ 915.34	\$ -	\$ 915.34
197914	175-250-43	3779 S EL DORADO ST	\$ -	\$ 2,123.98	\$ 2,123.98
310176	066-450-47	6707 OAKUM WY	\$ -	\$ 2,097.13	\$ 2,097.13
280284	066-320-32	5319 VESTA CI	\$ -	\$ 2,975.66	\$ 2,975.66
205-2012337	163-160-11	2107 S ARGONAUT ST	\$ 840.63	\$ -	\$ 840.63
109300	151-160-31	217 N AIRPORT WY	\$ -	\$ 1,495.81	\$ 1,495.81
205-0127501	166-160-18	3905 WILD ROSE LN	\$ 338.64	\$ -	\$ 338.64
87832	133-080-01	844 RYDE AV	\$ -	\$ 702.75	\$ 702.75
106062	147-295-10	735 E ANDERSON ST	\$ 1,157.42	\$ 743.12	\$ 1,900.54
205-2013613	113-044-13	1179 COUNTRY CLUB N BLVD	\$ 321.92	\$ -	\$ 321.92
7312	072-250-34	9568 ENCHANTMENT LN	\$ -	\$ 1,781.67	\$ 1,781.67
73824	115-242-01	404 E ESSEX ST	\$ -	\$ 969.08	\$ 969.08
522-446	171-122-09	1929 NIGHTINGALE AVE	\$ 993.69	\$ -	\$ 993.69
239466	166-180-11	1904 NISPEROS ST	\$ 520.93	\$ 1,514.56	\$ 2,035.49
205-2007958	165-240-02	2485 S COMMERCE ST	\$ 915.34	\$ -	\$ 915.34
205-2008594	163-660-37	2744 SPRING HILL DR	\$ 796.42	\$ -	\$ 796.42
121768	164-230-44	3451 COURAGE CT	\$ 1,014.00	\$ 1,416.96	\$ 2,430.96
236648	166-170-14	3745 WILD ROSE LN	\$ 1,014.00	\$ 1,892.71	\$ 2,906.71
190700	164-260-75	3821 ZITLAU CT	\$ -	\$ 1,299.51	\$ 1,299.51
244140	068-180-33	3524 GRANDI CI	\$ -	\$ 2,124.35	\$ 2,124.35
47774	100-060-02	6848 ATLANTA CI	\$ 1,014.00	\$ 1,979.09	\$ 2,993.09
48556	100-120-49	6819 BUTLER CT	\$ 714.25	\$ 1,731.84	\$ 2,446.09
289808	117-500-10	1712 MIGHTY OAK DR	\$ -	\$ 1,043.37	\$ 1,043.37
259866	166-410-21	5015 ALEE LN	\$ 750.98	\$ 1,842.49	\$ 2,593.47
281588	128-330-02	4735 WHITE FORGE DR	\$ -	\$ 1,675.61	\$ 1,675.61
308200	122-150-34	10032 RICCARDO DR	\$ -	\$ 1,718.76	\$ 1,718.76
114148	155-370-10	511 SHARON AV	\$ -	\$ 1,415.64	\$ 1,415.64
205-2018774	098-430-04	4190 Fort Donelson Dr	\$ 406.10	\$ -	\$ 406.10
113932	155-340-11	2276 ALMA AV	\$ -	\$ 2,091.87	\$ 2,091.87
248524	166-110-19	2344 PICASSO WY	\$ -	\$ 1,411.20	\$ 1,411.20
42000	094-270-02	7013 VILLAGE GREEN DR	\$ -	\$ 1,815.13	\$ 1,815.13
123306	163-220-17	1776 S ARGONAUT ST	\$ -	\$ 1,060.96	\$ 1,060.96
205-2002389	135-190-41	1161 W VERNAL WAY	\$ 1,159.21	\$ -	\$ 1,159.21
205-2007648	121-280-17	2211 FULLERTON AVE	\$ 915.34	\$ -	\$ 915.34
205-2000356	163-420-11	2458 LAGUNA CT	\$ 574.51	\$ -	\$ 574.51
22774	080-190-26	2352 GOLDEN BEAR CI	\$ 386.91	\$ 1,567.74	\$ 1,954.65
9426	072-280-35	952 ROYAL OAKS DR	\$ -	\$ 1,609.08	\$ 1,609.08
260364	166-450-16	4428 MIST TRAIL DR	\$ 836.91	\$ 1,691.31	\$ 2,528.22
205-2028661	166-410-32	2513 SQUALL WAY	\$ 836.91	\$ -	\$ 836.91
81932	123-203-16	1757 TUXEDO S AV	\$ -	\$ 697.68	\$ 697.68
205-2033281	075-270-01	2329 DARIO CIR	\$ 765.41	\$ -	\$ 765.41
21838	080-060-31	3320 ADMIRAL DR	\$ 412.19	\$ 1,610.00	\$ 2,022.19
81660	123-184-08	1710 ELMWOOD AV	\$ -	\$ 1,228.13	\$ 1,228.13
117492	157-291-18	750 S ORO AV	\$ -	\$ 908.62	\$ 908.62
45862	098-050-21	3723 FORT DONELSON DR	\$ -	\$ 2,005.91	\$ 2,005.91
215304	141-081-09	1818 ROOSEVELT ST	\$ -	\$ 1,074.33	\$ 1,074.33

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
107332	149-180-25	10 N STANISLAUS ST	\$ -	\$ 1,180.05	\$ 1,180.05
205-2009227	163-190-17	1060 IRENE ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2004639	165-153-13	66 DELHI AVE	\$ 915.34	\$ -	\$ 915.34
205-2013230	165-095-19	345 KOLHER ST	\$ 747.66	\$ -	\$ 747.66
205-2028170	166-320-23	1422 VENICE CIR	\$ 660.86	\$ -	\$ 660.86
81910	123-203-05	1746 MIDDLEFIELD AV	\$ -	\$ 1,191.05	\$ 1,191.05
205-2008285	165-091-25	503 KOLHER ST	\$ 1,029.21	\$ -	\$ 1,029.21
36188	090-042-05	9230 DALEWOOD ST	\$ -	\$ 3,434.84	\$ 3,434.84
125142	165-092-29	521 HOWARD ST	\$ -	\$ 1,414.84	\$ 1,414.84
24404	081-040-27	316 BERRENDO LN	\$ -	\$ 1,756.55	\$ 1,756.55
247478	164-040-14	2551 STERN PL	\$ 836.91	\$ 1,828.46	\$ 2,665.37
49634	100-370-21	6035 CAROLINA CI	\$ -	\$ 1,517.39	\$ 1,517.39
33764	088-150-20	1127 ENVIEW CT	\$ -	\$ 2,030.31	\$ 2,030.31
43530	096-110-47	5834 ST THOMAS CT	\$ -	\$ 1,127.41	\$ 1,127.41
205-2014931	077-181-07	7611 HEATHER DR	\$ 1,014.00	\$ -	\$ 1,014.00
522-9460	117-235-11	1251 HIAWATHA AVE	\$ 1,159.94	\$ -	\$ 1,159.94
80966	123-151-05	2048 OXFORD WY	\$ -	\$ 827.76	\$ 827.76
33420	088-100-39	1014 CASTLE OAKS DR	\$ -	\$ 693.57	\$ 693.57
205-2004248	110-205-22	1201 W CHURCHILL ST	\$ 572.44	\$ -	\$ 572.44
113646	155-260-34	530 S B ST	\$ -	\$ 1,415.69	\$ 1,415.69
205-2009379	137-163-09	505 W Flora St	\$ 414.01	\$ -	\$ 414.01
130968	169-202-03	2009 SUPERIOR ST	\$ -	\$ 1,034.65	\$ 1,034.65
205-2031048	078-350-43	3562 WINDHAM CIR	\$ 756.91	\$ -	\$ 756.91
19446	079-264-08	155 STIRLING CT	\$ -	\$ 1,092.50	\$ 1,092.50
205-2013437	163-780-65	1628 CROSSBOW LN	\$ 853.34	\$ -	\$ 853.34
44038	096-200-02	1772 BONAIRE CI	\$ -	\$ 1,822.68	\$ 1,822.68
74444	115-320-18	3510 CORONADO AV	\$ -	\$ 918.11	\$ 918.11
522-8333	104-130-19	614 COVENTRY DR	\$ 1,159.94	\$ -	\$ 1,159.94
262036	166-480-30	4864 BIJOU CT	\$ -	\$ 1,775.07	\$ 1,775.07
103580	145-240-33	422 S SAN JOSE ST	\$ 996.02	\$ 1,415.37	\$ 2,411.39
103474	145-310-32	531 GARFIELD ST	\$ 1,029.21	\$ 1,035.35	\$ 2,064.56
205-2008903	145-310-19	536 GARFIELD AVE	\$ 785.34	\$ -	\$ 785.34
205-0128025	116-590-06	5831 RIVERBANK CIR	\$ 331.50	\$ -	\$ 331.50
205-2032236	071-410-59	4219 EMPEROR CT	\$ 535.95	\$ -	\$ 535.95
24038	080-420-40	3034 WAGNER HEIGHTS RD	\$ -	\$ 1,109.98	\$ 1,109.98
205-2020201	112-290-60	5122 GADWALL CIR	\$ 726.95	\$ -	\$ 726.95
117054	157-253-19	788 S HINKLEY AV	\$ -	\$ 743.87	\$ 743.87
205-2008358	135-160-54	1424 W WILLOW ST	\$ 532.53	\$ -	\$ 532.53
205-2005721	121-310-09	3028 Canal Dr	\$ 298.63	\$ -	\$ 298.63
130082	169-080-03	1042 E EIGHTH ST	\$ -	\$ 1,310.96	\$ 1,310.96
21664	080-040-11	3210 STANFIELD DR	\$ 836.91	\$ 2,482.27	\$ 3,319.18
125432	165-114-04	346 W SIXTH ST	\$ -	\$ 776.28	\$ 776.28
30116	082-150-22	8320 ALEXA CT	\$ 410.86	\$ 1,667.81	\$ 2,078.67
205-2003451	125-150-46	36 W MENDOCINO AVE	\$ 1,125.78	\$ -	\$ 1,125.78
221148	163-650-24	2172 GREEN RIVER LN	\$ 846.99	\$ 1,043.34	\$ 1,890.33
205-2010169	163-550-43	2428 TITLEIST CT	\$ 915.34	\$ -	\$ 915.34
96868	139-161-02	637 N SUTTER ST	\$ -	\$ 3,191.17	\$ 3,191.17
113860	155-330-16	2245 E SCOTTS AV	\$ -	\$ 1,262.57	\$ 1,262.57
205-2022004	118-180-05	4645 PEBBLE BEACH DR	\$ 319.92	\$ -	\$ 319.92
91922	135-300-07	1020 W VINE ST	\$ -	\$ 991.55	\$ 991.55
155108	096-140-68	5044 WEST LN	\$ -	\$ 1,718.70	\$ 1,718.70

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
264022	066-260-48	10914 MERRITT DR	\$ -	\$ 1,389.02	\$ 1,389.02
205-0126641	113-370-14	609 LEXINGTON AVE	\$ 263.04	\$ -	\$ 263.04
7824	072-170-13	1623 CHAPARRAL WY	\$ -	\$ 1,760.28	\$ 1,760.28
522-9605	125-200-49	236 E NOBLE ST	\$ 1,159.94	\$ -	\$ 1,159.94
261310	070-360-45	10641 WILLOW GLEN CI	\$ -	\$ 2,509.01	\$ 2,509.01
223742	096-250-16	2311 EXPRESSO CT	\$ -	\$ 1,685.67	\$ 1,685.67
522-9306	151-091-05	645 N AIRPORT WAY	\$ 1,314.92	\$ -	\$ 1,314.92
44574	097-260-33	1610 SEWARD WY	\$ 362.83	\$ 2,262.04	\$ 2,624.87
205-2000019	135-230-24	821 N ARGONAUT ST	\$ 968.58	\$ -	\$ 968.58
204924	070-150-32	10482 RIVER OAKS DR	\$ -	\$ 1,757.92	\$ 1,757.92
34150	088-190-18	1105 KNICKERBOCKER DR	\$ -	\$ 2,194.42	\$ 2,194.42
60808	110-202-13	4110 CROWN AV	\$ -	\$ 1,142.13	\$ 1,142.13
269458	128-190-28	5649 PATTI LYNN WY	\$ -	\$ 1,545.54	\$ 1,545.54
118290	159-020-22	112 N WAGNER AV	\$ -	\$ 1,499.95	\$ 1,499.95
109682	151-210-48	1327 E MARKET ST	\$ -	\$ 1,136.09	\$ 1,136.09
42540	094-320-29	6418 EL CAPITAN CI	\$ -	\$ 1,842.09	\$ 1,842.09
77706	119-110-06	1800 E CHEROKEE RD	\$ -	\$ 873.93	\$ 873.93
274978	122-100-17	3673 MASSIMO CI	\$ -	\$ 1,828.06	\$ 1,828.06
30642	082-200-32	3117 BEAUFORT AV	\$ -	\$ 878.25	\$ 878.25
135866	175-032-12	3057 FAIRMONT AV	\$ -	\$ 1,512.70	\$ 1,512.70
272864	126-280-15	3211 SONATA CT	\$ -	\$ 4,200.63	\$ 4,200.63
24802	081-085-02	301 CORDOVA LN	\$ -	\$ 2,939.18	\$ 2,939.18
61458	110-410-11	1907 PONTELLI CT	\$ 619.83	\$ 2,385.67	\$ 3,005.50
186310	151-260-33	422 S UNION ST	\$ -	\$ 2,385.25	\$ 2,385.25
60804	110-202-12	4102 CROWN AV	\$ -	\$ 1,660.69	\$ 1,660.69
77800	119-140-05	2019 N AUTO AV	\$ -	\$ 1,139.31	\$ 1,139.31
29450	082-070-10	8501 KELLEY DR	\$ 319.92	\$ 1,650.12	\$ 1,970.04
41452	094-170-12	2830 HOMEWOOD DR	\$ -	\$ 1,589.23	\$ 1,589.23
268718	124-330-39	9047 CHIANTI CI	\$ -	\$ 2,091.78	\$ 2,091.78
132868	171-231-28	2075 E NINTH ST	\$ -	\$ 1,499.45	\$ 1,499.45
34456	088-233-01	609 DU PONT DR	\$ -	\$ 1,249.43	\$ 1,249.43
256668	166-370-68	2417 SQUALL WY	\$ -	\$ 1,282.31	\$ 1,282.31
9952	072-300-62	928 SPRINGOAK WY	\$ -	\$ 2,509.52	\$ 2,509.52
205-2005593	165-073-21	1770 S MADISON ST	\$ 670.87	\$ -	\$ 670.87
205-2012854	163-620-21	2062 BEAU PRE ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2005702	081-412-20	5 W MAYFAIR AVE	\$ 647.64	\$ -	\$ 647.64
522-12718	104-210-17	4551 BURNHAM CIR	\$ 1,159.94	\$ -	\$ 1,159.94
81284	123-163-07	1956 MICHIGAN AV	\$ -	\$ 1,228.53	\$ 1,228.53
22532	080-150-57	9032 CASTERBRIDGE DR	\$ 490.00	\$ 1,278.36	\$ 1,768.36
20006	079-326-20	629 CIMARRON AV	\$ -	\$ 1,524.32	\$ 1,524.32
245334	070-270-45	1927 GERBER DR	\$ -	\$ 1,589.42	\$ 1,589.42
205-0126020	111-352-30	1879 W SONOMA AVE	\$ 263.04	\$ -	\$ 263.04
74120	115-253-08	468 E ATLEE ST	\$ -	\$ 1,154.23	\$ 1,154.23
49044	100-210-14	3525 HARPERS FERRY DR	\$ -	\$ 4,221.24	\$ 4,221.24
205-2011442	111-363-21	1755 MICHIGAN AVE	\$ 580.01	\$ -	\$ 580.01
78736	119-261-19	2217 TOTTEN AV	\$ -	\$ 870.04	\$ 870.04
121708	164-320-30	3815 STEVE LILLIE CI	\$ -	\$ 5,761.32	\$ 5,761.32
233110	116-040-45	3860 WINDY COVE CI	\$ -	\$ 1,575.05	\$ 1,575.05
9992	072-300-82	9026 STONEWOOD DR	\$ -	\$ 2,336.48	\$ 2,336.48
264264	168-230-06	4440 MCDUGALD BL	\$ 660.86	\$ 1,465.94	\$ 2,126.80
251714	166-270-47	1823 HENRY LONG BL	\$ -	\$ 1,146.79	\$ 1,146.79

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2011202	133-280-45	2009 W WILLOW ST	\$ 915.34	\$ -	\$ 915.34
131690	171-060-21	2154 E SIXTH ST	\$ -	\$ 806.99	\$ 806.99
120218	159-212-30	5231 MILLER AV	\$ -	\$ 1,255.11	\$ 1,255.11
205-2004815	113-201-13	811 S TUXEDO AVE	\$ 735.44	\$ -	\$ 735.44
68656	113-202-03	730 CENTRAL N AV	\$ -	\$ 1,240.05	\$ 1,240.05
205-2003022	113-202-03	730 N CENTRAL AVE	\$ 1,159.21	\$ -	\$ 1,159.21
255750	126-190-06	3432 STRICKLAND DR	\$ -	\$ 1,437.27	\$ 1,437.27
205-2007263	135-365-04	720 W HARDING WAY	\$ 915.34	\$ -	\$ 915.34
205-0127842	133-041-02	1245 Kingsley Ave	\$ 486.55	\$ -	\$ 486.55
522-20605	104-070-25	5472 CARRINGTON CIR, 5474, 5476	\$ 1,289.42	\$ -	\$ 1,289.42
53104	104-150-28	4742 GREENSBORO WY	\$ -	\$ 2,091.98	\$ 2,091.98
124070	163-460-30	1484 CAPITOLA CI	\$ 1,404.39	\$ 791.73	\$ 2,196.12
205-2010643	135-270-22	539 N YOSEMITE ST	\$ 1,104.39	\$ -	\$ 1,104.39
245880	124-260-30	9070 BRIDALVEIL CI	\$ -	\$ 1,201.79	\$ 1,201.79
150278	088-380-53	505 TULE SPRING ST	\$ -	\$ 1,948.36	\$ 1,948.36
134366	173-181-16	1839 S ADELBERT AV	\$ -	\$ 877.03	\$ 877.03
196486	173-040-16	2032 LADD TRACT RD	\$ -	\$ 1,014.29	\$ 1,014.29
205-2003677	145-110-05	233 VISALIA CT	\$ 972.92	\$ -	\$ 972.92
205-2016444	075-323-04	2220 PORTOLA AVE	\$ 364.58	\$ -	\$ 364.58
46508	098-460-35	3639 MONITOR N CI	\$ -	\$ 2,137.61	\$ 2,137.61
205-2008359	135-413-13	937 W FLORA ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2008027	163-700-49	1524 DENVER AVE	\$ 915.34	\$ -	\$ 915.34
39288	090-320-72	8029 CHATEAU DR	\$ -	\$ 1,640.09	\$ 1,640.09
310172	066-450-45	6719 OAKUM WY	\$ -	\$ 1,854.65	\$ 1,854.65
205-2003715	163-220-32	1641 S STOCKTON ST	\$ 1,159.21	\$ -	\$ 1,159.21
33346	088-100-02	8614 HASTINGS CT	\$ -	\$ 1,168.79	\$ 1,168.79
205-2024203	116-480-19	5520 BROOK FALLS CT	\$ 660.86	\$ -	\$ 660.86
40360	090-550-22	9463 TUSCANY CI	\$ -	\$ 2,242.35	\$ 2,242.35
98348	141-083-09	957 BEATRICE AV	\$ -	\$ 877.57	\$ 877.57
128646	167-124-14	1726 S AMERICAN ST	\$ -	\$ 979.26	\$ 979.26
522-13406	125-170-02	3222 N HUNTER ST	\$ 1,159.94	\$ -	\$ 1,159.94
81332	123-164-01	2624 MARINE AV	\$ -	\$ 1,231.92	\$ 1,231.92
522-3278	167-200-52	704 E 5TH ST	\$ 1,166.06	\$ -	\$ 1,166.06
205-2004735	102-331-09	508 SUMMIT PL	\$ 1,013.89	\$ -	\$ 1,013.89
155424	096-190-41	4508 TRINIDAD CT	\$ -	\$ 1,538.18	\$ 1,538.18
205-2008783	137-093-10	529 W WILLOW ST	\$ 1,159.21	\$ -	\$ 1,159.21
256772	166-400-08	1818 HENRY LONG BL	\$ 660.86	\$ 1,454.78	\$ 2,115.64
205-2008661	115-034-11	101 W Mckenzie Ave	\$ 1,159.21	\$ -	\$ 1,159.21
63918	111-322-04	1856 LA JOLLA DR	\$ -	\$ 792.55	\$ 792.55
255134	164-360-30	4133 MIST TRAIL DR	\$ 836.91	\$ 1,717.14	\$ 2,554.05
49204	100-230-01	6244 CUMBERLAND PL	\$ -	\$ 1,680.85	\$ 1,680.85
264234	066-240-02	5549 RIDGEVIEW CI	\$ -	\$ 2,787.70	\$ 2,787.70
6510	075-270-01	2329 DARIO CI	\$ -	\$ 1,666.22	\$ 1,666.22
29774	082-100-48	8428 HAMILTON WY	\$ -	\$ 2,732.75	\$ 2,732.75
308350	122-160-30	3160 ZACCARIA WY	\$ -	\$ 1,879.24	\$ 1,879.24
108000	151-024-27	1440 E HARDING WY	\$ -	\$ 1,286.15	\$ 1,286.15
205-2009883	135-422-12	807 W PARK ST	\$ 915.34	\$ -	\$ 915.34
37846	090-170-12	2453 ARDEN LN	\$ -	\$ 3,939.06	\$ 3,939.06
205-2021029	080-090-35	2909 CHAUNCY CIR	\$ 729.71	\$ -	\$ 729.71
312884	066-500-21	7012 MAUNA LOA WY	\$ -	\$ 1,791.92	\$ 1,791.92
84176	125-200-45	220 E NOBLE ST	\$ -	\$ 1,299.12	\$ 1,299.12

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2012330	163-440-09	1296 GUTING DR	\$ 1,159.21	\$ -	\$ 1,159.21
205-2017491	100-120-46	6832 BUTLER CT	\$ 255.55	\$ -	\$ 255.55
112898	155-100-06	1531 E ANDERSON ST	\$ -	\$ 1,216.86	\$ 1,216.86
89870	135-020-29	1524 W WALNUT ST	\$ -	\$ 435.58	\$ 435.58
309510	066-420-46	10932 MIKAS POND WY	\$ -	\$ 1,186.97	\$ 1,186.97
205-2005501	125-090-26	3 W PINE ST	\$ 855.06	\$ -	\$ 855.06
205-2027162	164-080-47	3108 JONATHEN ST	\$ 695.50	\$ -	\$ 695.50
40948	094-070-37	2420 GARETH CI	\$ -	\$ 2,167.35	\$ 2,167.35
122808	163-120-30	744 BOSTON AV	\$ 515.34	\$ 1,041.32	\$ 1,556.66
522-13495	171-340-10	2297 E 6TH ST	\$ 1,159.94	\$ -	\$ 1,159.94
74710	117-040-07	3716 UTAH AV	\$ -	\$ 867.61	\$ 867.61
120712	159-280-01	624 S CARDINAL AV	\$ -	\$ 875.88	\$ 875.88
205-2009509	133-300-51	1231 SAN JUAN AVE	\$ 880.64	\$ -	\$ 880.64
205-2012796	165-074-02	260 W 4th St	\$ 1,159.21	\$ -	\$ 1,159.21
522-11380	157-101-16	831 S SHASTA AVE	\$ 1,159.94	\$ -	\$ 1,159.94
223944	096-250-26	2433 PRESIDENTE ST	\$ -	\$ 1,688.19	\$ 1,688.19
522-9179	141-233-07	639 N F ST	\$ 1,159.94	\$ -	\$ 1,159.94
97600	139-225-07	618 N GRANT ST	\$ 1,159.94	\$ 2,087.84	\$ 3,247.78
121122	159-370-24	5953 BASIN ST	\$ -	\$ 876.17	\$ 876.17
14768	078-110-15	3530 ESTATE DR	\$ -	\$ 2,374.13	\$ 2,374.13
110198	151-280-18	1109 E HAZELTON AV	\$ -	\$ 1,757.84	\$ 1,757.84
205-2009366	163-510-39	2462 FAIRWAY GLEN ST	\$ 850.85	\$ -	\$ 850.85
17236	078-420-31	9742 ANGEL CT	\$ 414.00	\$ 1,510.46	\$ 1,924.46
30548	082-190-35	3053 BEAUFORT AV	\$ 836.91	\$ 2,319.73	\$ 3,156.64
118732	159-053-20	432 S CARROLL AV	\$ -	\$ 876.77	\$ 876.77
205-2030916	164-150-10	1443 LLOYD THAYER CIR	\$ 836.91	\$ -	\$ 836.91
115162	157-053-06	323 S GOLDEN GATE AV	\$ -	\$ 1,124.21	\$ 1,124.21
78906	119-270-47	2720 FLORIDA AV	\$ -	\$ 873.87	\$ 873.87
2066	159-170-22	5119 E WASHINGTON ST	\$ -	\$ 752.39	\$ 752.39
205-0127180	116-540-53	4322 RIVERBANK CT	\$ 661.09	\$ -	\$ 661.09
136514	175-220-02	3820 TURNPIKE RD	\$ -	\$ 764.92	\$ 764.92
241962	070-280-41	10101 RIVER PARK CI	\$ -	\$ 1,490.98	\$ 1,490.98
264864	179-420-08	2956 ESTRELLA AV	\$ -	\$ 1,382.23	\$ 1,382.23
6056	075-090-23	2107 W HAMMER LN	\$ 1,014.00	\$ 2,152.75	\$ 3,166.75
111640	153-180-34	2243 MYRTLE ST	\$ -	\$ 750.23	\$ 750.23
192506	163-430-39	1554 LAGUNA CI	\$ -	\$ 1,216.61	\$ 1,216.61
205-2001043	113-361-20	441 LEXINGTON AVE	\$ 682.10	\$ -	\$ 682.10
205-0127662	118-430-06	5143 Poppy Hills Cir	\$ 583.11	\$ -	\$ 583.11
110216	151-280-21	520 S UNION ST 1/2	\$ -	\$ 1,766.69	\$ 1,766.69
6582	075-270-37	2332 DARIO CI	\$ 836.91	\$ 3,949.59	\$ 4,786.50
136314	175-150-25	3636 MOURFIELD AV	\$ -	\$ 862.93	\$ 862.93
230442	173-060-37	2148 S MARIPOSA RD &	\$ -	\$ 1,342.58	\$ 1,342.58
522-6496	153-210-47	2451 E MARSH ST	\$ 1,159.94	\$ -	\$ 1,159.94
205-2003480	165-162-14	323 W 8TH ST	\$ 561.91	\$ -	\$ 561.91
76718	117-300-21	1103 SYCAMORE AV	\$ -	\$ 1,111.58	\$ 1,111.58
25162	081-131-15	745 DIANE AV	\$ -	\$ 1,291.60	\$ 1,291.60
205-2005601	137-070-34	8 W WILLOW ST	\$ 915.34	\$ -	\$ 915.34
94016	137-070-34	1343 N CENTER ST	\$ 321.34	\$ 2,362.19	\$ 2,683.53
118286	159-020-20	104 N WAGNER AV	\$ -	\$ 875.70	\$ 875.70
205-2005173	133-411-17	1819 W ACACIA ST	\$ 1,159.21	\$ -	\$ 1,159.21
105372	147-212-05	228 E WORTH ST	\$ -	\$ 841.14	\$ 841.14

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
252728	166-310-33	4423 MONDAVI CT	\$ 557.94	\$ 1,798.89	\$ 2,356.83
93252	135-422-15	722 N STOCKTON ST	\$ 1,404.51	\$ 1,418.97	\$ 2,823.48
205-2029929	078-110-07	3533 ESTATE DR	\$ 254.82	\$ -	\$ 254.82
249650	124-280-26	3266 CATHEDRAL CI	\$ -	\$ 2,122.77	\$ 2,122.77
39134	090-320-05	7936 MONTAUBAN AV	\$ -	\$ 5,680.65	\$ 5,680.65
276252	177-390-08	1435 ARTESE LN	\$ -	\$ 1,208.40	\$ 1,208.40
264294	168-230-23	4468 GISELLE LN	\$ -	\$ 2,131.10	\$ 2,131.10
310160	066-450-39	6753 OAKUM WY	\$ -	\$ 1,627.77	\$ 1,627.77
11820	077-044-11	2602 MANZANITA AV	\$ 1,014.00	\$ 2,087.49	\$ 3,101.49
123144	163-190-02	1812 S ARGONAUT ST	\$ -	\$ 1,310.00	\$ 1,310.00
251704	166-270-42	1785 HENRY LONG BL	\$ 835.48	\$ 1,559.69	\$ 2,395.17
522-5233	169-152-08	2341 PHELPS ST	\$ 1,318.26	\$ -	\$ 1,318.26
121620	164-310-31	749 WILLIAM MOSS BL	\$ 395.41	\$ 1,385.35	\$ 1,780.76
11264	072-440-25	1739 WAUDMAN AV	\$ -	\$ 933.40	\$ 933.40
205-0126036	097-300-07	6038 N PERSHING AVE	\$ 1,030.02	\$ -	\$ 1,030.02
83832	125-160-25	3107 N EL DORADO ST	\$ -	\$ 1,076.44	\$ 1,076.44
25050	081-122-08	720 ERMA AV	\$ -	\$ 1,870.80	\$ 1,870.80
16926	078-390-07	9537 SCARBORO PL	\$ -	\$ 1,760.67	\$ 1,760.67
32964	088-060-08	9114 EAGLEPOINT LN	\$ -	\$ 1,469.24	\$ 1,469.24
36272	090-051-15	1825 SANDALWOOD DR	\$ -	\$ 1,464.25	\$ 1,464.25
205-2032000	078-310-38	9515 Bismark Pl	\$ 493.14	\$ -	\$ 493.14
205-2011109	133-150-28	1425 DENA CT	\$ 915.34	\$ -	\$ 915.34
75160	117-120-28	2133 WEBB ST	\$ -	\$ 757.85	\$ 757.85
205-2006764	163-080-12	1339 DENVER AVE	\$ 255.53	\$ -	\$ 255.53
205-2029342	078-090-21	3533 Deseret Dr	\$ 836.91	\$ -	\$ 836.91
205-2007855	123-090-24	2207 FRANKLIN AVE	\$ 266.04	\$ -	\$ 266.04
205-2025584	166-170-08	3709 WILD ROSE LN	\$ 836.91	\$ -	\$ 836.91
98018	139-340-25	429 N GRANT ST	\$ -	\$ 14,902.01	\$ 14,902.01
205-2003902	097-462-18	6035 GETTYSBURG PL	\$ 1,045.40	\$ -	\$ 1,045.40
182200	143-230-10	735 N WINDSOR AV	\$ -	\$ 883.88	\$ 883.88
133546	171-330-25	2137 AZTEC AV	\$ -	\$ 1,463.58	\$ 1,463.58
118800	159-055-13	423 S DEL MAR AV	\$ -	\$ 868.93	\$ 868.93
268510	124-310-16	9121 BARBARESCO CI	\$ -	\$ 1,388.73	\$ 1,388.73
33256	088-090-02	8612 REX CT	\$ -	\$ 1,883.47	\$ 1,883.47
127524	167-033-27	113 E FOURTH ST	\$ -	\$ 1,438.61	\$ 1,438.61
105666	147-262-11	429 E CLAY ST	\$ -	\$ 1,072.87	\$ 1,072.87
15854	078-280-07	2833 APPLING CI	\$ -	\$ 1,313.57	\$ 1,313.57
205-2004432	113-130-59	1016 W Mariposa Ave	\$ 915.34	\$ -	\$ 915.34
205-2004433	113-361-06	426 S TUXEDO AVE	\$ 915.34	\$ -	\$ 915.34
138958	071-373-09	9357 STONY CREEK LN	\$ 836.91	\$ 1,909.65	\$ 2,746.56
27574	081-360-12	446 GLENDORA AV	\$ 351.49	\$ 1,314.89	\$ 1,666.38
205-2017675	100-220-20	3537 BRECKINRIDGE WAY	\$ 646.71	\$ -	\$ 646.71
65358/65360	112-020-25	5920 BRUSH CREEK DR	\$ -	\$ 1,581.03	\$ 1,581.03
522-7241	141-250-49	2451 E FLORA ST	\$ 1,153.82	\$ -	\$ 1,153.82
117280	157-273-22	1052 S ANTEROS AV	\$ -	\$ 876.17	\$ 876.17
50084	102-040-39	601 ELAINE DR	\$ -	\$ 1,333.92	\$ 1,333.92
172116	116-070-24	3381 WILLOWBROOK CI	\$ -	\$ 1,651.34	\$ 1,651.34
116400	157-192-13	3434 FOREST DR	\$ -	\$ 1,382.00	\$ 1,382.00
125280	165-096-23	1938 S LINCOLN ST	\$ 307.03	\$ 1,503.12	\$ 1,810.15
134088	173-133-01	1906 S OLIVE AV	\$ -	\$ 1,078.86	\$ 1,078.86
244774	163-740-61	1776 TOIYABE LN	\$ -	\$ 779.54	\$ 779.54

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
64020	111-323-14	1764 DEL RIO DR	\$ -	\$ 995.67	\$ 995.67
205-2002640	147-093-10	219 W JEFFERSON ST	\$ 715.26	\$ -	\$ 715.26
205-2026078	166-170-74	2208 NISPEROS ST	\$ 284.10	\$ -	\$ 284.10
522-12533	081-300-04	6208 N EL DORADO ST	\$ 1,277.05	\$ -	\$ 1,277.05
39348	090-330-17	1528 BORDEAUX AV	\$ -	\$ 1,297.88	\$ 1,297.88
6140	075-160-25	8424 CHATTAN CT	\$ -	\$ 1,363.28	\$ 1,363.28
205-2007865	123-090-04	2312 FRANKLIN AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2004588	111-381-21	1460 W ALPINE AVE	\$ 989.21	\$ -	\$ 989.21
218786	179-320-41	2630 NEMAHA WY	\$ -	\$ 1,690.02	\$ 1,690.02
273156	070-560-49	808 GEDDINGS WY	\$ -	\$ 1,244.46	\$ 1,244.46
205-2010491	165-310-33	2614 FAIRMONT AVE	\$ 1,383.18	\$ -	\$ 1,383.18
205-2000980	123-053-08	2115 Delaware Ave	\$ 735.44	\$ -	\$ 735.44
73334	115-183-11	270 E ESSEX ST	\$ -	\$ 1,233.50	\$ 1,233.50
110684	151-350-06	1211 S WILSON WY	\$ -	\$ 1,718.03	\$ 1,718.03
205-2009028	113-180-18	2111 LAKESIDE AVE	\$ 487.71	\$ -	\$ 487.71
205-2000170	113-221-03	666 N REGENT ST	\$ 915.34	\$ -	\$ 915.34
205-2022407	166-230-06	1898 GORDON VERNER CIR	\$ 636.91	\$ -	\$ 636.91
98938	141-142-20	2228 ANITA ST	\$ -	\$ 1,209.20	\$ 1,209.20
32640	088-030-42	909 SUTHERLAND DR	\$ -	\$ 2,741.52	\$ 2,741.52
66350	112-140-31	2601 GRIZZLY HOLLOW WY	\$ 595.99	\$ 1,878.23	\$ 2,474.22
120606	159-244-16	5247 E MARSH ST	\$ -	\$ 876.17	\$ 876.17
206336	117-370-58	3459 SANGUINETTI LN	\$ 1,159.94	\$ 1,394.53	\$ 2,554.47
77618	119-070-63	2240 N F ST	\$ -	\$ 1,487.87	\$ 1,487.87
205-2005904	175-260-09	202 HORTON AVE	\$ 543.58	\$ -	\$ 543.58
63924	111-322-07	1832 LA JOLLA DR	\$ -	\$ 801.08	\$ 801.08
205-2009984	111-440-30	1640 OLD BRIDGE WAY	\$ 805.71	\$ -	\$ 805.71
124512	165-053-31	544 W FOURTH ST	\$ 1,159.21	\$ 1,506.39	\$ 2,665.60
10076	072-380-37	1335 GOLDENOAK WY	\$ -	\$ 1,856.18	\$ 1,856.18
10926	072-190-01	9817 SHADY OAKS DR	\$ -	\$ 1,252.12	\$ 1,252.12
205-0127595	133-046-01	1146 BANNER AVE	\$ 276.75	\$ -	\$ 276.75
205-2014717	077-260-19	7419 CAMELLIA LN	\$ 536.91	\$ -	\$ 536.91
205-2008123	165-052-15	1750 FRENCH CAMP TPKE	\$ 795.81	\$ -	\$ 795.81
134384	173-182-03	1630 S ADELBERT AV	\$ -	\$ 1,185.94	\$ 1,185.94
205-2010470	165-054-13	415 W 4TH ST	\$ 474.82	\$ -	\$ 474.82
115326	157-082-05	415 S GOLDEN GATE AV	\$ -	\$ 1,504.56	\$ 1,504.56
205-2005842	163-100-34	2621 INDIANA ST	\$ 449.69	\$ -	\$ 449.69
205-2008958	165-154-06	40 W 7TH ST	\$ 633.95	\$ -	\$ 633.95
31166	082-250-37	2911 WINSTON DR	\$ 719.47	\$ 1,522.45	\$ 2,241.92
205-2009152	133-411-33	1884 MONTE DIABLO AVE	\$ 520.87	\$ -	\$ 520.87
114750	155-453-20	816 SULLIVAN AV A	\$ -	\$ 2,294.01	\$ 2,294.01
77824	119-140-20	1924 N FILBERT ST	\$ -	\$ 2,097.21	\$ 2,097.21
205-2020814	080-150-45	2536 JIMENEZ WAY	\$ 836.91	\$ -	\$ 836.91
205-2008873	135-241-13	1341 W PARK ST	\$ 915.34	\$ -	\$ 915.34
19556	079-273-20	220 MCKELVEY AV	\$ -	\$ 1,433.74	\$ 1,433.74
264870	179-420-22	3809 HOLDREGE WY	\$ -	\$ 1,466.64	\$ 1,466.64
246652	168-080-33	4112 BRODIE WY	\$ -	\$ 752.77	\$ 752.77
91022	135-190-13	1126 W WILLOW ST	\$ -	\$ 743.03	\$ 743.03
270732	179-440-32	2773 TECUMSEH LN	\$ -	\$ 1,714.74	\$ 1,714.74
205-2010796	163-760-47	1934 Longdon Dr	\$ 406.10	\$ -	\$ 406.10
128504	167-116-16	1936 S AMERICAN ST	\$ -	\$ 1,226.72	\$ 1,226.72
121070	159-340-34	951 S FLOWER ST	\$ -	\$ 878.52	\$ 878.52

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
30096	082-150-10	8344 SUSSEX CT	\$ 328.01	\$ 2,679.97	\$ 3,007.98
262564	128-040-16	6052 SAXTON CT	\$ -	\$ 1,935.07	\$ 1,935.07
223026	179-350-57	4182 KIMBALL LN	\$ -	\$ 1,690.46	\$ 1,690.46
7574	072-200-30	1322 CHAPARRAL WY	\$ -	\$ 2,205.76	\$ 2,205.76
205-2000092	165-170-15	415 W SEVENTH ST	\$ 1,018.63	\$ -	\$ 1,018.63
265160	066-300-14	6566 CRESTVIEW CI	\$ -	\$ 2,069.11	\$ 2,069.11
7806	072-170-03	9868 HICKOCK DR	\$ -	\$ 2,561.10	\$ 2,561.10
205-2013356	163-120-07	723 BOSTON AVE	\$ 615.34	\$ -	\$ 615.34
9148	072-130-36	1639 WAGNER HEIGHTS RD	\$ -	\$ 1,784.33	\$ 1,784.33
205-2002011	081-360-13	440 GLENDORA AVE	\$ 1,159.21	\$ -	\$ 1,159.21
233558	145-200-01	1214 W WASHINGTON ST &	\$ -	\$ 1,577.47	\$ 1,577.47
126678	165-290-32	2804 S VAN BUREN ST	\$ 665.50	\$ 1,414.79	\$ 2,080.29
18604	079-181-01	8520 SAN PASQUAL WY	\$ -	\$ 1,760.48	\$ 1,760.48
120976	159-310-42	214 S CARDINAL AV	\$ -	\$ 876.17	\$ 876.17
25388	081-151-09	333 ALTURAS AV	\$ -	\$ 1,967.49	\$ 1,967.49
97836	139-280-10	811 E WEBER AV	\$ -	\$ 1,336.39	\$ 1,336.39
113846	155-330-10	2280 E HAZELTON AV	\$ -	\$ 1,439.06	\$ 1,439.06
78044	119-160-33	2526 VAIL AV	\$ -	\$ 873.87	\$ 873.87
33672	088-130-26	729 GOTHAM DR	\$ -	\$ 1,338.26	\$ 1,338.26
64196	111-333-30	1827 TELEGRAPH AV	\$ 490.34	\$ 651.82	\$ 1,142.16
205-0127757	163-730-29	2030 Pajaro Way	\$ 439.75	\$ -	\$ 439.75
78100	119-170-27	2525 VAIL AV	\$ -	\$ 1,139.22	\$ 1,139.22
522-13000	151-075-02	1412 E POPLAR ST	\$ 1,159.94	\$ -	\$ 1,159.94
114756	155-453-23	744 SULLIVAN AV	\$ 1,421.48	\$ 838.48	\$ 2,259.96
205-2008910	165-114-08	316 W 6TH ST	\$ 378.56	\$ -	\$ 378.56
66630	112-170-10	2716 ROCK CREEK CT	\$ -	\$ 596.27	\$ 596.27
120354	159-220-18	5511 E WASHINGTON ST	\$ -	\$ 876.17	\$ 876.17
108028	151-031-12	1125 N PILGRIM ST	\$ -	\$ 1,414.70	\$ 1,414.70
205-2010634	165-091-21	427 KOLHER ST	\$ 915.34	\$ -	\$ 915.34
120316	159-220-02	5438 DANA AV	\$ -	\$ 1,447.43	\$ 1,447.43
36296	090-051-27	9109 SANDALWOOD CT	\$ 1,166.57	\$ 3,157.77	\$ 4,324.34
15698	078-260-06	2831 STANFIELD DR	\$ -	\$ 1,994.94	\$ 1,994.94
221776	164-140-53	3217 WARMKE LN	\$ -	\$ 1,668.35	\$ 1,668.35
522-33129	070-540-20	10570 RUDDER WAY	\$ 1,171.51	\$ -	\$ 1,171.51
116114	157-170-15	779 S BROADWAY AV	\$ -	\$ 1,122.91	\$ 1,122.91
190044	164-160-24	1380 LLOYD THAYER CI	\$ 836.91	\$ 1,848.22	\$ 2,685.13
30050	082-140-21	2613 MARSEILLE WY	\$ 836.91	\$ 1,293.03	\$ 2,129.94
245698	119-190-64	2900 BELLE AV	\$ -	\$ 859.66	\$ 859.66
120750	159-290-18	5640 E MARSH ST	\$ -	\$ 858.15	\$ 858.15
39480	090-370-14	1815 CHAMBORD DR	\$ -	\$ 1,700.57	\$ 1,700.57
205-2007873	139-020-57	14 E WILLOW ST	\$ 263.69	\$ -	\$ 263.69
205-2009764	135-143-10	905 N PERSHING AVE	\$ 366.67	\$ -	\$ 366.67
205-2010850	133-240-10	1344 PELEM CT	\$ 576.24	\$ -	\$ 576.24
33702	088-130-41	8426 JASPER CT	\$ -	\$ 1,482.79	\$ 1,482.79
522-3242	104-120-47	419 COVENTRY DR	\$ 1,076.29	\$ -	\$ 1,076.29
205-2006895	123-053-17	2222 FRASER AVE	\$ 668.51	\$ -	\$ 668.51
99378	141-193-16	2215 ROOSEVELT ST	\$ -	\$ 812.10	\$ 812.10
249226	164-060-63	2184 STERN PL	\$ -	\$ 1,070.68	\$ 1,070.68
21356	079-460-01	803 DUNDEE WY	\$ -	\$ 2,713.33	\$ 2,713.33
19780	079-310-16	8103 N EL DORADO ST	\$ -	\$ 2,355.80	\$ 2,355.80
205-2001598	165-170-43	520 W 7TH ST	\$ 749.03	\$ -	\$ 749.03

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
99448	141-195-20	2351 E VINE ST	\$ -	\$ 852.86	\$ 852.86
205-2007055	113-054-07	2209 N SAN JOSE ST	\$ 319.92	\$ -	\$ 319.92
205-2008644	115-031-03	225 W ESSEX ST	\$ 915.34	\$ -	\$ 915.34
274150	177-360-07	1914 NINFATINO ST	\$ 1,159.94	\$ 1,101.89	\$ 2,261.83
205-2022898	164-300-54	1006 KATE LINDE CIR	\$ 447.33	\$ -	\$ 447.33
264210	066-240-11	5485 RIDGEVIEW CI	\$ -	\$ 1,813.45	\$ 1,813.45
243432	068-290-24	4070 BLACK BUTTE CI	\$ -	\$ 1,923.77	\$ 1,923.77
7422	072-030-01	9648 CODY WY	\$ -	\$ 2,693.94	\$ 2,693.94
522-42676	139-171-08	319 E FLORA ST APT B	\$ 1,649.31	\$ -	\$ 1,649.31
35554	088-350-17	8934 DOUBLE DOVE LN	\$ -	\$ 1,685.85	\$ 1,685.85
133878/133880	173-110-21	1624 S OLIVE AV	\$ -	\$ 765.49	\$ 765.49
205-2001177	133-300-29	1903 LUCERNE AVE	\$ 670.87	\$ -	\$ 670.87
19172	079-234-11	611 HIGHMOOR AV	\$ -	\$ 1,421.33	\$ 1,421.33
17362	079-040-17	223 W MORADA LN	\$ -	\$ 1,443.92	\$ 1,443.92
11720	077-042-04	2702 SUMAC AV	\$ 667.82	\$ 2,344.60	\$ 3,012.42
235474	166-210-44	2067 GORDON VERNER CI	\$ -	\$ 1,925.47	\$ 1,925.47
128270	167-105-10	2044 S SAN JOAQUIN ST	\$ -	\$ 1,043.34	\$ 1,043.34
118682	159-052-14	428 S COOLIDGE AV	\$ -	\$ 868.35	\$ 868.35
113878	155-330-27	2244 E SCOTTS AV	\$ -	\$ 470.88	\$ 470.88
112560	155-020-41	136 S EUGENIA ST	\$ 1,159.94	\$ 1,418.96	\$ 2,578.90
219676	166-080-21	3753 LUISA KAYASSO LN	\$ 532.62	\$ 1,384.00	\$ 1,916.62
285890	115-370-05	919 ALVARADO CT	\$ -	\$ 1,503.57	\$ 1,503.57
134680	173-230-35	1774 S WAGNER AV	\$ -	\$ 766.51	\$ 766.51
60080	110-050-33	2528 ROSE MARIE LN	\$ 595.99	\$ 2,168.71	\$ 2,764.70
205-2010885	111-440-29	1646 OLD BRIDGE WAY	\$ 1,003.32	\$ -	\$ 1,003.32
205-2028100	166-420-43	2521 BRIARCLIFF DR	\$ 836.91	\$ -	\$ 836.91
205-2002910	135-430-11	630 N Yosemite St	\$ 442.28	\$ -	\$ 442.28
205-2002762	163-504-35	1764 SWENSON CT	\$ 915.34	\$ -	\$ 915.34
36358	090-053-04	1732 SANDALWOOD DR	\$ -	\$ 2,016.67	\$ 2,016.67
205-2013402	111-280-10	1961 DEL RIO DR	\$ 1,159.21	\$ -	\$ 1,159.21
12332	077-120-04	7204 ROSEWOOD DR	\$ 358.01	\$ 1,881.60	\$ 2,239.61
95410	137-180-05	820 N MADISON ST	\$ -	\$ 1,418.98	\$ 1,418.98
116410	157-192-18	3313 GREENWOOD PL	\$ -	\$ 1,086.43	\$ 1,086.43
205-2020882	078-210-46	2258 CHAPEL HILL CIR	\$ 660.86	\$ -	\$ 660.86
522-10189	149-064-07	415 S HUNTER ST	\$ 1,159.94	\$ -	\$ 1,159.94
522-12558	177-164-37	3060 PHELPS ST	\$ 1,159.94	\$ -	\$ 1,159.94
132470	171-163-03	1818 CLOVER LN	\$ -	\$ 869.76	\$ 869.76
205-2022499	116-460-12	3955 Pine Lake Cir	\$ 711.47	\$ -	\$ 711.47
123526	163-280-11	2230 PORT TRINITY CI	\$ 1,159.21	\$ 1,415.64	\$ 2,574.85
231494	168-150-33	954 WINDSAIL LN	\$ -	\$ 1,476.63	\$ 1,476.63
11810	077-044-06	2642 MANZANITA AV	\$ -	\$ 1,953.22	\$ 1,953.22
205-2006512	145-240-36	826 W SONORA ST	\$ 915.34	\$ -	\$ 915.34
205-2012273	147-140-43	35 W ANDERSON ST	\$ 915.34	\$ -	\$ 915.34
205-2003274	113-052-11	2201 N ARGONAUT ST	\$ 929.62	\$ -	\$ 929.62
116904	157-243-08	603 S OLIVE AV	\$ -	\$ 864.62	\$ 864.62
207656	163-610-34	2445 LITTLE ASTON WY	\$ -	\$ 1,873.21	\$ 1,873.21
205-2008836	135-430-18	620 N YOSEMITE ST	\$ 915.34	\$ -	\$ 915.34
102464	143-420-49	554 N SHASTA AV	\$ -	\$ 1,351.83	\$ 1,351.83
205-2009892	165-060-11	311 W 3rd St	\$ 436.29	\$ -	\$ 436.29
204906	070-150-08	10439 RIVER OAKS DR	\$ -	\$ 2,005.76	\$ 2,005.76
76220	117-233-17	1601 SUNNYSIDE AV	\$ 1,166.06	\$ 1,416.55	\$ 2,582.61

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2012817	163-570-08	2242 PRESTWICK ST	\$ 939.76	\$ -	\$ 939.76
522-11361	151-060-24	1123 E PARK ST	\$ 1,159.94	\$ -	\$ 1,159.94
33034	088-060-43	1358 WRANGLER CI	\$ -	\$ 2,712.43	\$ 2,712.43
35264	088-310-27	656 CASTLE OAKS DR	\$ -	\$ 1,608.97	\$ 1,608.97
205910	163-560-20	2431 TILDEN PARK ST	\$ 689.45	\$ 1,386.51	\$ 2,075.96
262022	166-480-24	2125 BLACK ROSE LN	\$ 836.91	\$ 1,761.24	\$ 2,598.15
205-2031738	080-280-46	9174 ASHBURN DR	\$ 836.91	\$ -	\$ 836.91
130610	169-155-16	1562 JULIAN ST	\$ -	\$ 242.82	\$ 242.82
30658	082-200-40	3118 BEAUFORT AV	\$ -	\$ 1,390.59	\$ 1,390.59
21760	080-050-39	3225 BIXBY WY	\$ 836.91	\$ 2,122.63	\$ 2,959.54
77546	119-063-24	2822 N BELVEDERE AV	\$ -	\$ 1,377.31	\$ 1,377.31
205-2016455	075-321-10	2261 PORTOLA AVE	\$ 701.25	\$ -	\$ 701.25
97554	139-223-14	628 N STANISLAUS ST	\$ -	\$ 2,203.69	\$ 2,203.69
27318	081-344-05	6034 ALTURAS AV	\$ 1,302.89	\$ 1,520.55	\$ 2,823.44
129298	167-182-16	825 E SECOND ST	\$ 1,159.94	\$ 2,092.47	\$ 3,252.41
20568	079-370-22	8329 RANNOCK DR	\$ -	\$ 1,390.75	\$ 1,390.75
105820	147-270-22	1115 S STANISLAUS ST	\$ -	\$ 1,284.62	\$ 1,284.62
205-2006959	135-403-13	735 W ACACIA ST	\$ 915.34	\$ -	\$ 915.34
205-2000650	137-170-25	215 W FLORA ST	\$ 1,159.21	\$ -	\$ 1,159.21
107876	151-022-20	1236 N PILGRIM ST	\$ -	\$ 1,003.69	\$ 1,003.69
17398	079-051-16	9211 DON RAFAEL WY	\$ -	\$ 2,897.52	\$ 2,897.52
10364	072-320-07	958 OAKHURST WY	\$ -	\$ 1,949.50	\$ 1,949.50
522-10194	149-070-08	119 E HAZELTON AVE	\$ 1,159.94	\$ -	\$ 1,159.94
6588	075-270-39	8312 DON AV	\$ 836.91	\$ 2,590.57	\$ 3,427.48
205-2016502	075-270-39	2429 Segarini Way	\$ 450.20	\$ -	\$ 450.20
45952	098-060-23	3730 MOULTRIE DR	\$ -	\$ 1,832.37	\$ 1,832.37
76638	117-280-15	1520 SYCAMORE AV	\$ -	\$ 1,415.35	\$ 1,415.35
287430	163-800-24	1527 WALBURY ST	\$ 419.42	\$ 1,402.60	\$ 1,822.02
8082	072-160-65	1622 PECOS CI	\$ -	\$ 2,051.21	\$ 2,051.21
130996	169-202-17	1617 E SEVENTH ST	\$ -	\$ 1,159.60	\$ 1,159.60
205-2008800	163-590-32	2110 NAPA RIVER DR	\$ 795.81	\$ -	\$ 795.81
205-0127166	137-180-29	739 N CENTER ST	\$ 489.24	\$ -	\$ 489.24
205-2017981	097-560-58	7003 BRIDGEPORT CIR	\$ 543.52	\$ -	\$ 543.52
119918	159-183-11	5002 ELVIN AV	\$ -	\$ 876.17	\$ 876.17
522-7458	081-290-43	216 POMONA AVE	\$ 1,159.94	\$ -	\$ 1,159.94
205-2005316	145-250-04	351 S San Jose St	\$ 406.10	\$ -	\$ 406.10
205-2003795	113-370-08	634 S TUXEDO AVE	\$ 863.06	\$ -	\$ 863.06
262280	066-280-38	6308 CRESTVIEW CI	\$ -	\$ 1,501.11	\$ 1,501.11
205-2001307	133-330-06	2020 LUCERNE AVE	\$ 915.34	\$ -	\$ 915.34
131652	171-060-01	1936 S B ST	\$ -	\$ 864.55	\$ 864.55
83740	125-150-40	3106 N COMMERCE ST	\$ 875.49	\$ 1,057.68	\$ 1,933.17
26212	081-234-06	6409 MAYWOOD LN	\$ -	\$ 1,219.42	\$ 1,219.42
9728	072-410-30	9301 DAVIS RD	\$ -	\$ 1,503.78	\$ 1,503.78
277304	177-390-56	2707 PHELPS CT	\$ -	\$ 1,384.57	\$ 1,384.57
244252	179-380-41	4240 MINDEN LN	\$ -	\$ 2,056.50	\$ 2,056.50
276996	179-490-11	3770 ISLE CT	\$ -	\$ 1,283.74	\$ 1,283.74
23436	080-280-36	9116 ASHBURN DR	\$ 340.75	\$ 2,906.04	\$ 3,246.79
205-2005027	081-344-13	6216 N ALTURAS AVE	\$ 1,005.14	\$ -	\$ 1,005.14
258612	126-080-12	4151 KIRSTEN DR	\$ -	\$ 1,784.22	\$ 1,784.22
522-9891	104-400-47	4534 PARKVALE CT	\$ 1,159.94	\$ -	\$ 1,159.94
120926	159-310-15	5654 E WASHINGTON ST	\$ -	\$ 876.17	\$ 876.17

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
98538	141-111-09	650 WATTS AV	\$ -	\$ 743.03	\$ 743.03
230312	167-122-10	1749 S CALIFORNIA ST &	\$ -	\$ 1,483.40	\$ 1,483.40
256596	166-380-07	5055 MOORCROFT CI	\$ 836.91	\$ 2,033.68	\$ 2,870.59
76012	117-222-18	1762 EAST AV	\$ -	\$ 1,214.60	\$ 1,214.60
133324	171-280-35	2218 SOMERSET DR	\$ -	\$ 1,238.36	\$ 1,238.36
129988	169-074-12	1127 E EIGHTH ST	\$ -	\$ 900.31	\$ 900.31
246906	168-140-14	4917 BROOKSTONE AV	\$ 836.91	\$ 135.65	\$ 972.56
240336	179-370-39	4106 SCHUYLER CT	\$ -	\$ 1,794.63	\$ 1,794.63
205-2010366	081-343-02	6117 N ALTURAS AVE	\$ 397.21	\$ -	\$ 397.21
286682	179-540-05	4374 HIGHBRIDGE LN	\$ -	\$ 1,677.81	\$ 1,677.81
29236	082-040-12	3505 WEST CREEK DR	\$ 664.58	\$ 1,517.02	\$ 2,181.60
522-9736	104-200-11	4575 BURNHAM CIR	\$ 1,159.94	\$ -	\$ 1,159.94
242418	116-440-32	5616 VINTAGE CI	\$ 660.86	\$ 1,574.22	\$ 2,235.08
245050	168-060-10	4046 STAR WY	\$ 1,014.00	\$ 1,366.17	\$ 2,380.17
219854	166-080-33	3811 BAYRA MATIAS CT	\$ 836.91	\$ 2,194.30	\$ 3,031.21
205-2008645	135-190-09	1395 N ORANGE ST	\$ 1,159.21	\$ -	\$ 1,159.21
39532	090-380-12	8371 CHEVALIER WY	\$ -	\$ 1,775.86	\$ 1,775.86
205-2028958	082-110-29	2729 JAVETE WAY	\$ 660.86	\$ -	\$ 660.86
60240	110-080-20	2418 ROSE MARIE LN	\$ 678.54	\$ 1,510.65	\$ 2,189.19
205-2025704	166-300-03	1639 VENICE CIR	\$ 836.91	\$ -	\$ 836.91
205-2021549	078-380-28	9552 Bancroft Way	\$ 551.19	\$ -	\$ 551.19
273212	070-570-32	10106 WINDMILL COVE DR	\$ -	\$ 2,269.94	\$ 2,269.94
8224	072-080-31	1918 PAWNEE WY	\$ -	\$ 1,818.07	\$ 1,818.07
205-2025235	164-040-05	2409 STERN PL	\$ 551.19	\$ -	\$ 551.19
101456	143-170-28	1447 REPORT AV	\$ -	\$ 921.20	\$ 921.20
205-2009718	145-310-28	445 GARFIELD AVE	\$ 1,591.62	\$ -	\$ 1,591.62
250524	126-060-75	8817 LAUGHLIN AV	\$ -	\$ 1,454.71	\$ 1,454.71
30922	082-240-03	8108 MONTGOMERY AV	\$ -	\$ 1,260.20	\$ 1,260.20
205-2016791	080-150-27	9116 CORNWALL DR	\$ 836.91	\$ -	\$ 836.91
55256	108-060-02	1716 LONG BARN WY	\$ -	\$ 972.76	\$ 972.76
155356	096-170-47	5320 BARBADOS CI	\$ -	\$ 1,731.55	\$ 1,731.55
205-2009807	121-050-12	2726 WISCONSIN AVE	\$ 319.92	\$ -	\$ 319.92
283926	122-120-35	10321 JOPLIN LN	\$ -	\$ 2,311.79	\$ 2,311.79
205-2003124	135-200-16	1118 W VERNAL WAY	\$ 915.34	\$ -	\$ 915.34
249400	164-070-28	3318 JONATHEN ST	\$ 671.91	\$ 1,749.52	\$ 2,421.43
205-2013089	163-740-55	1708 Toiyabe Ln	\$ 774.67	\$ -	\$ 774.67
118612	159-051-04	345 S COOLIDGE AV	\$ -	\$ 876.17	\$ 876.17
257650	166-400-68	1859 OAKLEY CT	\$ 571.91	\$ 1,381.57	\$ 1,953.48
221492	164-140-19	1734 DECARLI ST	\$ 836.91	\$ 2,419.42	\$ 3,256.33
25800	081-190-28	118 MARILYN AV	\$ -	\$ 3,107.96	\$ 3,107.96
205-2005439	163-720-43	2162 STORMY CREEK CT	\$ 584.45	\$ -	\$ 584.45
99224	141-184-14	1448 SIERRA LN	\$ -	\$ 805.55	\$ 805.55
205-2008801	163-660-38	2758 SPRING HILL DR	\$ 915.34	\$ -	\$ 915.34
136978	177-154-01	1524 CARPENTER RD	\$ -	\$ 883.63	\$ 883.63
128288	167-106-05	632 E SIXTH ST	\$ -	\$ 1,640.55	\$ 1,640.55
65140	111-420-11	1517 CHRISTINA AV	\$ 1,218.20	\$ 1,375.43	\$ 2,593.63
32926	088-054-12	1241 FLEETWOOD WY	\$ -	\$ 1,350.13	\$ 1,350.13
286304	084-160-03	102 VILLA POINT DR	\$ -	\$ 1,455.02	\$ 1,455.02
91350	135-223-15	930 N PERSHING AV	\$ -	\$ 1,454.64	\$ 1,454.64
77494	119-062-28	2854 N E ST	\$ -	\$ 871.92	\$ 871.92
34934	088-270-61	806 NEWHALL CT	\$ -	\$ 1,087.06	\$ 1,087.06

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
9530	072-290-16	923 BEAR CREEK WY	\$ -	\$ 2,930.21	\$ 2,930.21
205-2011365	147-040-06	519 W Scotts Ave	\$ 915.34	\$ -	\$ 915.34
228954	149-095-01	300 S CALIFORNIA ST &	\$ -	\$ 1,093.98	\$ 1,093.98
37266	090-120-47	2802 CHELMSFORD WY	\$ -	\$ 3,257.64	\$ 3,257.64
125208	165-095-10	308 W FIFTH ST	\$ 692.95	\$ 1,519.71	\$ 2,212.66
205-2025333	166-050-42	4826 HAVEN PL	\$ 836.91	\$ -	\$ 836.91
143202	080-440-39	3451 WAGNER HEIGHTS RD	\$ -	\$ 2,414.25	\$ 2,414.25
257572	166-400-24	1984 ERICKSON CI	\$ 836.91	\$ 2,018.16	\$ 2,855.07
272744	126-270-06	3074 SONATA CI	\$ -	\$ 1,420.50	\$ 1,420.50
522-3367	167-123-10	1749 S AMERICAN ST	\$ 1,166.06	\$ -	\$ 1,166.06
522-11613	167-026-05	1505 S SAN JOAQUIN ST	\$ 1,159.94	\$ -	\$ 1,159.94
522-13581	167-123-11	515 E 4TH ST	\$ 3,906.65	\$ -	\$ 3,906.65
205-2002085	163-113-23	2403 LEVER BLVD	\$ 326.83	\$ -	\$ 326.83
97852	139-290-04	210 N AMERICAN ST	\$ -	\$ 1,667.22	\$ 1,667.22
131750	171-070-22	2104 E FIFTH ST	\$ -	\$ 869.57	\$ 869.57
205-2006842	121-090-42	2929 COUNTRY CLUB BLVD	\$ 861.57	\$ -	\$ 861.57
205-2024557	082-180-22	2996 BEAUFORT AVE	\$ 588.69	\$ -	\$ 588.69
11404	072-230-71	9865 SMOKY CT	\$ -	\$ 1,649.58	\$ 1,649.58
205-2006998	133-044-05	2854 RAYMOND AVE	\$ 1,159.21	\$ -	\$ 1,159.21
128322	167-111-11	1817 S CALIFORNIA ST &	\$ -	\$ 1,486.37	\$ 1,486.37
17592	079-061-13	749 SAN LUCAS AV	\$ -	\$ 1,402.83	\$ 1,402.83
219684	166-080-24	3771 LUISA KAYASSO LN	\$ 409.14	\$ 1,445.49	\$ 1,854.63
35766	088-370-53	8714 DEER CREEK CI	\$ -	\$ 3,913.85	\$ 3,913.85
277098	179-500-66	2224 STARBOARD LN	\$ -	\$ 1,718.32	\$ 1,718.32
93372	135-430-21	1013 W OAK ST	\$ 706.98	\$ 1,478.69	\$ 2,185.67
205-2007440	147-050-51	611 W ANDERSON ST	\$ 915.34	\$ -	\$ 915.34
205-2008966	133-046-04	2718 LOUIS CT	\$ 683.21	\$ -	\$ 683.21
38230	090-220-22	8402 PYRENEES CT	\$ -	\$ 1,479.73	\$ 1,479.73
205-2028502	164-340-21	2515 CRESTMORE CIR	\$ 571.91	\$ -	\$ 571.91
36028	090-030-15	2243 VALMORA DR	\$ -	\$ 1,155.81	\$ 1,155.81
205-2008654	135-370-24	1229 N BAKER ST	\$ 290.83	\$ -	\$ 290.83
252730	166-310-46	4424 MONDAVI CT	\$ 1,014.00	\$ 1,735.57	\$ 2,749.57
67550	113-044-12	1169 COUNTRY CLUB N BL	\$ -	\$ 464.95	\$ 464.95
136618	175-250-11	3908 ODELL AV	\$ -	\$ 877.52	\$ 877.52
205-2013260	135-230-30	1136 W POPLAR ST	\$ 915.34	\$ -	\$ 915.34
205-2003272	163-680-39	1829 HOGAN CT	\$ 915.34	\$ -	\$ 915.34
205-2009583	135-171-07	1701 N PERSHING AVE	\$ 994.16	\$ -	\$ 994.16
277906	128-280-11	5439 STRAWBERRY WY	\$ -	\$ 1,923.43	\$ 1,923.43
45880	098-050-30	3777 FORT DONELSON DR	\$ -	\$ 2,308.27	\$ 2,308.27
18222	079-130-18	134 PARAGON AV	\$ -	\$ 943.81	\$ 943.81
97096	139-174-01	406 E FLORA ST	\$ -	\$ 2,188.01	\$ 2,188.01
97098	139-174-02	412 E FLORA ST	\$ -	\$ 2,523.37	\$ 2,523.37
522-14187	157-160-20	3435 ELEANOR AVE	\$ 1,159.94	\$ -	\$ 1,159.94
192464	163-430-18	1439 RIZAL CT	\$ 406.10	\$ 1,161.75	\$ 1,567.85
99324	141-192-10	2262 E WILLOW ST	\$ -	\$ 874.34	\$ 874.34
82440	123-232-37	1543 COUNTRY CLUB BL	\$ -	\$ 806.68	\$ 806.68
89274	133-360-24	2061 W FREMONT ST	\$ -	\$ 987.67	\$ 987.67
235662	168-120-18	945 WATERFORD AV	\$ 406.10	\$ 1,623.59	\$ 2,029.69
217058	167-116-08	665 E SIXTH ST	\$ -	\$ 995.05	\$ 995.05
117868	157-323-10	405 S GERTRUDE AV	\$ -	\$ 833.31	\$ 833.31
16078	078-320-02	2939 STANFIELD DR	\$ 660.86	\$ 1,531.76	\$ 2,192.62

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
36592	090-070-34	2208 SANDALWOOD DR	\$ -	\$ 1,090.08	\$ 1,090.08
205-2032599	164-180-01	1487 LLOYD THAYER CIR	\$ 454.39	\$ -	\$ 454.39
93942	137-070-04	120 W HARDING WY	\$ -	\$ 2,664.52	\$ 2,664.52
35594	088-350-37	618 WHIPPORWILL ST	\$ -	\$ 1,632.65	\$ 1,632.65
96466/227996	139-040-52	1022 N CENTER ST	\$ -	\$ 1,884.49	\$ 1,884.49
227962	139-040-53	1005 N EL DORADO ST &	\$ -	\$ 2,567.53	\$ 2,567.53
205-2015451	077-050-09	7313 WESTLAND AVE	\$ 1,014.00	\$ -	\$ 1,014.00
37746	090-160-11	8926 AYLESFORD LN	\$ -	\$ 2,595.21	\$ 2,595.21
16292	078-350-03	3575 WINDHAM CI	\$ 594.32	\$ 1,957.78	\$ 2,552.10
205-2003574	147-106-06	935 S COMMERCE ST	\$ 419.13	\$ -	\$ 419.13
110002	151-272-05	1240 E SONORA ST	\$ -	\$ 2,578.94	\$ 2,578.94
205-2002548	165-093-03	538 HOWARD ST	\$ 315.86	\$ -	\$ 315.86
25896	081-210-18	506 CORDOVA LN	\$ -	\$ 2,269.79	\$ 2,269.79
55616	108-080-10	1628 QUAIL LAKES DR	\$ -	\$ 6,545.54	\$ 6,545.54
244488	128-100-15	4837 TYLER CT	\$ -	\$ 2,270.47	\$ 2,270.47
205-2018984	108-080-10	5572 /5574 Tree Swallow Ct	\$ 1,673.87	\$ -	\$ 1,673.87
205-2031578	168-260-35	707 SANDSTONE DR	\$ 836.91	\$ -	\$ 836.91
205-2011145	133-190-03	2183 W FREMONT ST	\$ 551.19	\$ -	\$ 551.19
97684	139-240-09	322 N CALIFORNIA ST	\$ -	\$ 2,085.18	\$ 2,085.18
1934	145-170-36	1440 W CHURCH ST	\$ 2,101.70	\$ 4,264.26	\$ 6,365.96
103382	145-170-09	501 S PERSHING AV	\$ -	\$ 1,351.05	\$ 1,351.05
75538	117-170-21	1835 WEST LN	\$ -	\$ 1,427.65	\$ 1,427.65
20408	079-361-35	807 JUNIPERO SERRA AV	\$ -	\$ 1,202.04	\$ 1,202.04
257214/100344	141-281-03	1638 N FILBERT ST	\$ -	\$ 1,461.05	\$ 1,461.05
522-5541	167-192-03	726 E 3RD ST	\$ 1,159.70	\$ -	\$ 1,159.70
205-2025742	116-430-33	5554 VINTAGE CIR	\$ 558.12	\$ -	\$ 558.12
118584	159-044-17	236 S DAWES AV	\$ -	\$ 855.67	\$ 855.67
260462	166-460-13	4510 MIST TRAIL DR	\$ 412.19	\$ 1,632.49	\$ 2,044.68
9328	072-280-06	950 PRINCESS DR	\$ -	\$ 1,082.93	\$ 1,082.93
240222	179-360-23	3036 TOGNINALI LN	\$ -	\$ 1,678.24	\$ 1,678.24
127316	167-023-09	135 E FIRST ST	\$ -	\$ 2,176.86	\$ 2,176.86
114014	155-350-12	2223 E MARSH ST	\$ -	\$ 1,410.91	\$ 1,410.91
193652	167-023-08	1451 S HUNTER ST	\$ -	\$ 2,091.88	\$ 2,091.88
217508	175-110-19	3354 ODELL AV	\$ -	\$ 876.17	\$ 876.17
205-2007676	165-306-01	222 MOSSWOOD AVE	\$ 915.34	\$ -	\$ 915.34
234588	166-190-01	1869 NISPEROS ST	\$ 445.85	\$ 1,542.20	\$ 1,988.05
205-2000911	163-510-50	2356 FAIRWAY GLEN ST	\$ 846.99	\$ -	\$ 846.99
205-2013167	133-050-02	2824 Monte Diablo Ave	\$ 421.91	\$ -	\$ 421.91
276760	117-430-01	3305 MONTEGO AV	\$ 1,159.94	\$ 1,159.17	\$ 2,319.11
63748	111-290-04	3937 JAMES CT	\$ 1,404.39	\$ 1,498.73	\$ 2,903.12
205-2011361	137-202-02	338 W Oak St	\$ 286.20	\$ -	\$ 286.20
257284	126-040-12	8843 GLACIER POINT DR	\$ -	\$ 1,930.26	\$ 1,930.26
88868	133-300-08	2046 W WILLOW ST	\$ 1,201.39	\$ 1,212.26	\$ 2,413.65
205-2008897	163-220-45	1624 S ARGONAUT ST	\$ 846.99	\$ -	\$ 846.99
231988	110-220-16	4212 N PERSHING AV	\$ -	\$ 4,011.47	\$ 4,011.47
205-2013819	116-070-12	3467 SHADOWBROOK DR	\$ 307.53	\$ -	\$ 307.53
205-2009433	133-230-12	2108 W Rose St	\$ 436.29	\$ -	\$ 436.29
247892	166-050-44	4807 MIRAMARE LN	\$ 660.86	\$ 2,292.87	\$ 2,953.73
282938	117-400-46	2164 CANBY OAK DR	\$ 1,157.42	\$ 1,419.30	\$ 2,576.72
94100	137-080-24	221 W WILLOW ST	\$ -	\$ 1,456.39	\$ 1,456.39
264524	070-480-23	10313 NATIONS CI	\$ -	\$ 820.94	\$ 820.94

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
43362	096-090-05	5783 TEVLIN LN	\$ -	\$ 1,605.74	\$ 1,605.74
218798	179-330-61	4016 KIMBALL LN	\$ -	\$ 1,767.58	\$ 1,767.58
205-2012276	163-210-16	831 W 3RD ST	\$ 475.20	\$ -	\$ 475.20
17470	079-053-04	416 DONA LUGO WY	\$ -	\$ 1,116.89	\$ 1,116.89
205-2008504	163-720-55	2120 SHELBY CREEK CT	\$ 915.34	\$ -	\$ 915.34
75624	117-181-15	1641 WEST LN	\$ -	\$ 868.52	\$ 868.52
114248	155-380-17	2325 E TAYLOR ST	\$ 1,159.94	\$ 1,418.96	\$ 2,578.90
205-2015389	077-070-05	2637 BONNIEBROOK DR	\$ 395.50	\$ -	\$ 395.50
29902	082-120-09	2647 JAVETE WY	\$ 836.91	\$ 2,028.56	\$ 2,865.47
205-2008254	113-190-03	2261 KENSINGTON WAY	\$ 929.62	\$ -	\$ 929.62
235458	166-210-40	2053 GORDON VERNER CI	\$ 1,014.00	\$ 1,569.83	\$ 2,583.83
34240	088-213-02	738 DU PONT DR	\$ -	\$ 608.37	\$ 608.37
43242	096-070-53	5816 LARCOM LN	\$ -	\$ 1,433.90	\$ 1,433.90
20638	079-380-26	316 STRATHAVEN WY	\$ -	\$ 1,741.45	\$ 1,741.45
120356	159-220-19	5501 E WASHINGTON ST	\$ -	\$ 692.16	\$ 692.16
85894	127-080-01	1648 N EL DORADO ST	\$ -	\$ 1,136.32	\$ 1,136.32
28886	081-510-18	306 MISSION PARK DR	\$ -	\$ 1,461.62	\$ 1,461.62
74080	115-252-22	529 E ATLEE ST	\$ -	\$ 1,171.34	\$ 1,171.34
205-2010061	111-363-27	1843 MICHIGAN AVE	\$ 500.25	\$ -	\$ 500.25
9880	072-300-26	8926 VALLEYOAK DR	\$ -	\$ 2,844.21	\$ 2,844.21
27366	081-345-02	6018 BREA AV	\$ 415.53	\$ 1,188.09	\$ 1,603.62
7724	072-050-46	1822 CHAPARRAL WY	\$ 1,166.58	\$ 1,825.02	\$ 2,991.60
236152	163-720-57	2136 SHELBY CREEK CT	\$ 673.56	\$ 1,306.31	\$ 1,979.87
221568	164-120-05	3323 DOHERTY CT	\$ -	\$ 2,033.32	\$ 2,033.32
56168	108-140-16	1048 W ROBINHOOD DR	\$ -	\$ 1,581.05	\$ 1,581.05
189856	166-250-65	3519 BEN LN	\$ -	\$ 1,465.81	\$ 1,465.81
205-2019279	116-090-13	3708 WHISPERING CREEK CIR	\$ 265.32	\$ -	\$ 265.32
22036	080-090-41	9413 STANFIELD CT	\$ 1,014.00	\$ 1,889.34	\$ 2,903.34
103262	145-150-15	746 FRESNO AV	\$ -	\$ 874.34	\$ 874.34
19298	079-244-02	532 HIGHMOOR AV	\$ -	\$ 3,027.67	\$ 3,027.67
8528	072-210-30	9524 FAIRHAVEN DR	\$ -	\$ 1,831.07	\$ 1,831.07
205-2002384	147-093-03	228 W ANDERSON ST	\$ 915.34	\$ -	\$ 915.34
522-8545	151-160-33	1243 E CHANNEL ST	\$ 1,058.55	\$ -	\$ 1,058.55
115540	157-101-15	823 S SHASTA AV	\$ 1,166.06	\$ 1,417.69	\$ 2,583.75
98876	141-141-07	2239 HACKBERRY ST	\$ 1,159.94	\$ 1,153.60	\$ 2,313.54
277170	179-500-58	2255 TIDEWIND DR	\$ -	\$ 1,204.78	\$ 1,204.78
49200	100-220-41	6428 CUMBERLAND PL	\$ -	\$ 1,417.13	\$ 1,417.13
267464	128-160-33	2851 WISTERIA LN	\$ -	\$ 5,421.78	\$ 5,421.78
101758	143-320-17	622 N GERTRUDE AV	\$ -	\$ 2,648.44	\$ 2,648.44
96008	137-310-18	48 W SONORA ST	\$ 1,404.39	\$ 1,667.59	\$ 3,071.98
105768	147-265-07	1335 S AMERICAN ST	\$ -	\$ 1,443.99	\$ 1,443.99
30918/30920	082-240-02	8116 MONTGOMERY AV	\$ 553.30	\$ 1,702.71	\$ 2,256.01
275726	128-270-16	5015 BETTY MAE DR	\$ -	\$ 5,081.71	\$ 5,081.71
92054	135-310-38	1111 W WILLOW ST	\$ -	\$ 943.29	\$ 943.29
267926	122-060-41	3859 VECCHIO LN	\$ -	\$ 1,657.92	\$ 1,657.92
281606	128-350-17	2122 WHITE FORGE CT	\$ -	\$ 1,323.81	\$ 1,323.81
205-2002188	133-160-36	2401 W Willow St	\$ 489.18	\$ -	\$ 489.18
12700	077-182-07	7517 PARK WOODS DR	\$ -	\$ 1,386.23	\$ 1,386.23
27784	081-380-12	16 W SWAIN RD	\$ 915.34	\$ 1,370.44	\$ 2,285.78
276302	164-390-11	644 QUEENSLAND CI	\$ 404.50	\$ 1,540.16	\$ 1,944.66
126170	165-183-26	2304 S HARRISON ST	\$ 256.76	\$ 1,580.97	\$ 1,837.73

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2029803	082-330-46	7442 KARLSBERG CIR	\$ 660.86	\$ -	\$ 660.86
522-5566	167-141-06	1521 S SUTTER ST	\$ 1,455.95	\$ -	\$ 1,455.95
19344	079-250-15	8349 KILTIE WY	\$ -	\$ 2,065.65	\$ 2,065.65
256312	171-232-40	2319 S D ST	\$ -	\$ 874.96	\$ 874.96
49936	102-020-43	602 E GARNER LN	\$ -	\$ 1,508.06	\$ 1,508.06
128554	167-122-02	1712 S SUTTER ST	\$ -	\$ 1,371.36	\$ 1,371.36
193418	165-360-32	2339 S EL DORADO ST	\$ -	\$ 7,174.76	\$ 7,174.76
15260	078-180-24	9631 THORNTON RD	\$ 510.69	\$ 878.94	\$ 1,389.63
29002	081-520-05	7712 SANTA INES CT	\$ -	\$ 1,587.34	\$ 1,587.34
30956	082-240-11	3029 AMHERST DR	\$ 836.91	\$ 1,981.01	\$ 2,817.92
205-2000729	097-510-21	6332 PORTERFIELD CT	\$ 511.10	\$ -	\$ 511.10
254898	124-200-11	9271 MAMMATH PEAK CI	\$ -	\$ 1,939.43	\$ 1,939.43
231546	168-150-59	979 WOODSTREAM ST	\$ -	\$ 1,213.01	\$ 1,213.01
39112	090-310-69	8242 LE MANS AV	\$ -	\$ 1,635.59	\$ 1,635.59
205-2005897	163-660-13	1209 HOUSTON AVE	\$ 574.64	\$ -	\$ 574.64
252780	166-290-28	1965 PISA CI	\$ 350.19	\$ 714.57	\$ 1,064.76
205-2008465	145-100-19	144 VISALIA CT	\$ 1,159.21	\$ -	\$ 1,159.21
36672	090-070-74	9213 DUNWOOD DR	\$ -	\$ 1,441.59	\$ 1,441.59
205-2011621	145-140-42	1726 W Sonora St	\$ 915.34	\$ -	\$ 915.34
68568	113-180-32	2108 LAKESIDE AV	\$ 1,021.53	\$ 980.87	\$ 2,002.40
35476	088-340-05	661 MARLOWE CT	\$ -	\$ 1,769.80	\$ 1,769.80
206030	163-550-24	2530 ALMADEN CT	\$ -	\$ 998.49	\$ 998.49
43102	096-060-28	5711 ATCHENSON CT	\$ -	\$ 1,454.81	\$ 1,454.81
281394	128-320-19	2216 CHAMBERLAIN ST	\$ -	\$ 1,310.21	\$ 1,310.21
190240	164-200-25	1171 WHEELER ST	\$ -	\$ 1,520.45	\$ 1,520.45
34342	088-220-20	607 FORDHAM DR	\$ -	\$ 1,852.17	\$ 1,852.17
6946	075-323-18	8422 COLONIAL DR	\$ 1,014.00	\$ 1,568.67	\$ 2,582.67
248614	166-100-38	4332 PISSARRO DR	\$ -	\$ 1,103.49	\$ 1,103.49
206728	068-040-39	10811 LAVA BED LN	\$ -	\$ 1,818.02	\$ 1,818.02
205-2020919	078-250-10	2715 STANFIELD DR	\$ 660.86	\$ -	\$ 660.86
256646	166-370-18	2205 MOORCROFT CT	\$ 660.86	\$ 1,396.89	\$ 2,057.75
205-2007849	121-120-17	2510 GARDENA AVE	\$ 695.50	\$ -	\$ 695.50
251576	168-220-12	1241 HENRY LONG BL	\$ 308.56	\$ 2,210.45	\$ 2,519.01
18864	079-205-04	223 LOCK CT	\$ -	\$ 940.77	\$ 940.77
291180	128-440-15	4320 TIAMO WY	\$ -	\$ 1,536.60	\$ 1,536.60
74658	115-340-06	714 WRIGHT AV	\$ -	\$ 1,109.52	\$ 1,109.52
42460	094-310-59	6671 EL CAPITAN CI	\$ -	\$ 1,377.56	\$ 1,377.56
205-0127262	116-630-12	6518 Pine Meadow Cir	\$ 406.10	\$ -	\$ 406.10
206594	118-310-68	4224 CAROUSEL CT	\$ -	\$ 934.29	\$ 934.29
248016	166-040-51	1727 UNIVERSAL DR	\$ -	\$ 1,658.92	\$ 1,658.92
36312	090-051-35	1752 CRESTWOOD CI	\$ -	\$ 1,781.68	\$ 1,781.68
38168	090-210-35	8358 NEUBOURG DR	\$ -	\$ 1,575.79	\$ 1,575.79
205-2017505	100-120-26	6836 ALLEGHENY CT	\$ 552.91	\$ -	\$ 552.91
205-2009913	163-120-56	634 CHICAGO AVE	\$ 1,382.57	\$ -	\$ 1,382.57
132052	171-132-12	2107 NIGHTINGALE AV	\$ -	\$ 1,377.31	\$ 1,377.31
90246	135-050-51	1740 MONTE DIABLO AV	\$ -	\$ 776.21	\$ 776.21
190772	164-270-02	985 KATE LINDE CI	\$ 836.91	\$ 1,773.92	\$ 2,610.83
11934	077-070-08	2613 BONNIEBROOK DR	\$ 836.91	\$ 1,829.99	\$ 2,666.90
231554	168-150-02	4821 WOODHOLLOW AV	\$ -	\$ 1,349.34	\$ 1,349.34
16022	078-310-23	9579 SCARBORO PL	\$ -	\$ 1,994.52	\$ 1,994.52
110406	151-296-12	1419 E SCOTTS AV	\$ -	\$ 1,073.23	\$ 1,073.23

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
45352	097-580-07	6848 PLYMOUTH RD	\$ 836.91	\$ 2,014.73	\$ 2,851.64
229580	151-332-03	1234 E ANDERSON ST &	\$ -	\$ 1,868.76	\$ 1,868.76
115924	157-140-20	4020 GUERNSEY AV	\$ -	\$ 869.80	\$ 869.80
235088	116-350-21	3277 AUTUMN CHASE CI	\$ -	\$ 1,991.07	\$ 1,991.07
41546	094-190-02	6620 VILLAGE GREEN DR	\$ -	\$ 1,400.27	\$ 1,400.27
113534	155-250-12	385 S ASH ST	\$ -	\$ 948.91	\$ 948.91
13898	077-490-09	1119 RIVARA RD	\$ 526.41	\$ 1,725.10	\$ 2,251.51
82586	123-242-13	1530 BRISTOL AV	\$ -	\$ 824.94	\$ 824.94
205-2008597	133-490-04	1519 ABBEY CT	\$ 1,159.21	\$ -	\$ 1,159.21
522-2162	104-130-40	4940 HILLSBORO WAY	\$ 1,166.06	\$ -	\$ 1,166.06
205-2028462	082-100-58	2931 MONTICELLO DR	\$ 660.86	\$ -	\$ 660.86
189214	159-212-17	13 S CARDINAL AV	\$ -	\$ 813.14	\$ 813.14
310152	066-450-35	6766 OAKUM WY	\$ -	\$ 2,283.92	\$ 2,283.92
91772/91770	135-270-48	540 N ARGONAUT ST	\$ -	\$ 550.02	\$ 550.02
24502	081-050-43	451 PRADO WY	\$ -	\$ 1,654.22	\$ 1,654.22
257414	126-030-51	3028 PETIT LN	\$ -	\$ 1,300.05	\$ 1,300.05
102298	143-410-25	3205 E MINER AV	\$ -	\$ 1,738.73	\$ 1,738.73
18040	079-112-04	126 FRANCISCAN AV	\$ -	\$ 1,757.60	\$ 1,757.60
205-2010651	163-113-04	2454 GEORGIA AVE	\$ 1,404.39	\$ -	\$ 1,404.39
205-0127066	133-450-26	1321 Buena Vista Ave	\$ 275.29	\$ -	\$ 275.29
261414	070-390-06	1935 LONNIE BECK WY	\$ -	\$ 1,743.62	\$ 1,743.62
257988	066-210-47	5469 COSUMNES DR	\$ -	\$ 1,889.88	\$ 1,889.88
205-2005282	163-560-44	2425 Oak Hill St	\$ 271.19	\$ -	\$ 271.19
101180	143-126-06	1615 N GOLDEN GATE AV	\$ -	\$ 873.87	\$ 873.87
205-2005608	163-250-12	1526 FAYE ST	\$ 445.16	\$ -	\$ 445.16
205-2001543	137-041-04	1857 Lomita Ave	\$ 1,159.21	\$ -	\$ 1,159.21
256148	066-110-29	10219 MONO CT	\$ -	\$ 1,978.91	\$ 1,978.91
82304	123-231-09	1550 OXFORD WY	\$ -	\$ 806.91	\$ 806.91
258348	126-160-35	3541 TOWNSHEND CI	\$ -	\$ 1,643.65	\$ 1,643.65
255352	124-180-01	9488 LEMBERT DOME CI	\$ -	\$ 1,649.90	\$ 1,649.90
8758	072-100-08	1903 COMSTOCK DR	\$ -	\$ 2,780.42	\$ 2,780.42
278398	070-640-14	1258 HEAVENLY CI	\$ -	\$ 1,487.41	\$ 1,487.41
279320	141-130-46	614 N D ST	\$ -	\$ 1,360.14	\$ 1,360.14
205-2012485	165-163-19	212 DELHI AVE	\$ 915.34	\$ -	\$ 915.34
95212	137-163-15	818 N HARRISON ST	\$ 915.34	\$ 1,045.14	\$ 1,960.48
205-0128235	115-114-07	42 W CHURCHILL ST	\$ 342.37	\$ -	\$ 342.37
205-0127684	168-040-21	1142 Bess Pl	\$ 581.37	\$ -	\$ 581.37
205-2012465	163-493-29	2396 LITTLE ASTON WAY	\$ 396.28	\$ -	\$ 396.28
239570	166-180-37	1985 PHILLIP CT	\$ -	\$ 756.83	\$ 756.83
205-2007921	163-480-31	2185 QUAKER RIDGE CT	\$ 1,159.21	\$ -	\$ 1,159.21
15066	078-160-26	2505 SUMMERFIELD DR	\$ 251.45	\$ 1,355.04	\$ 1,606.49
205-2012496	165-114-18	307 DELHI AVE	\$ 1,159.21	\$ -	\$ 1,159.21
92844	135-393-01	1036 N YOSEMITE ST	\$ -	\$ 1,057.91	\$ 1,057.91
123558	163-290-06	1035 SANCHEZ CT	\$ 1,035.93	\$ 1,050.55	\$ 2,086.48
78398	119-200-57	2065 E CHEROKEE RD	\$ -	\$ 1,351.86	\$ 1,351.86
76906	117-330-63	1125 WATERLOO RD A	\$ -	\$ 2,009.60	\$ 2,009.60
110210	151-280-20	532 S UNION ST	\$ -	\$ 2,463.14	\$ 2,463.14
22762	080-190-20	2380 GOLDEN BEAR CI	\$ -	\$ 2,021.79	\$ 2,021.79
522-9963	157-101-11	771 S SHASTA AVE	\$ 1,129.79	\$ -	\$ 1,129.79
522-2874	155-360-26	457 SHARON AVE	\$ 1,166.06	\$ -	\$ 1,166.06
205-2010937	081-380-28	21 W LONGVIEW AVE	\$ 390.02	\$ -	\$ 390.02

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2024762	168-050-07	1127 Royal Blue Dr	\$ 409.93	\$ -	\$ 409.93
42760	094-340-21	6312 WELCH AV	\$ -	\$ 1,123.12	\$ 1,123.12
36836	090-090-33	9412 CHERBOURG WY	\$ -	\$ 1,327.67	\$ 1,327.67
205-2002592	163-770-28	1438 DONATI CIR	\$ 759.21	\$ -	\$ 759.21
78234	119-190-34	2520 BACON ST	\$ -	\$ 874.31	\$ 874.31
109484	151-204-01	1100 E MAIN ST	\$ -	\$ 1,201.03	\$ 1,201.03
9100	072-130-12	9434 PUEBLO CT	\$ -	\$ 2,362.10	\$ 2,362.10
205-2027444	166-140-08	4134 ZEALLY LN	\$ 836.91	\$ -	\$ 836.91
39202	090-320-29	1917 BORDEAUX AV	\$ -	\$ 1,587.87	\$ 1,587.87
249428	164-070-15	2304 DUNE PL	\$ 836.91	\$ 1,935.35	\$ 2,772.26
128328	167-112-03	1913 S CALIFORNIA ST	\$ -	\$ 1,452.00	\$ 1,452.00
291580	168-260-25	640 TOPAZ RD	\$ -	\$ 1,562.62	\$ 1,562.62
133202	171-272-26	2425 E NINTH ST	\$ -	\$ 1,309.01	\$ 1,309.01
42388	094-310-23	6724 EL CAPITAN CI	\$ -	\$ 1,160.90	\$ 1,160.90
205-2006383	111-371-15	1420 W MENDOCINO AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2025022	166-160-06	2207 FLATBOAT ST	\$ 417.42	\$ -	\$ 417.42
205-2032789	078-160-35	2631 Summerfield Dr	\$ 489.18	\$ -	\$ 489.18
133048	171-250-02	2357 E NINTH ST	\$ -	\$ 551.12	\$ 551.12
135098	173-360-19	3319 JULIET RD	\$ -	\$ 1,290.80	\$ 1,290.80
106706	149-083-13	403 E HAZELTON AV	\$ -	\$ 1,106.92	\$ 1,106.92
42670	094-330-07	1926 GILLIMER DR	\$ -	\$ 1,388.84	\$ 1,388.84
18012	079-111-38	8710 HERMOSA CT	\$ -	\$ 2,359.89	\$ 2,359.89
42884	094-350-58	5930 WELCH AV	\$ -	\$ 2,060.54	\$ 2,060.54
129384	167-191-15	1630 S STANISLAUS ST	\$ -	\$ 1,433.86	\$ 1,433.86
270604	179-460-32	3822 GOSTAGE WY	\$ -	\$ 1,404.41	\$ 1,404.41
309542	066-420-62	10945 GLADLANDS AV	\$ -	\$ 1,591.89	\$ 1,591.89
205-2031427	080-430-29	2968 OLD RANCH CIR	\$ 844.04	\$ -	\$ 844.04
136886	177-152-33	3460 PHELPS ST	\$ -	\$ 717.42	\$ 717.42
205-2008423	163-720-25	2132 SUGAR CREEK CT	\$ 670.87	\$ -	\$ 670.87
205-2008829	135-444-16	528 N BAKER ST	\$ 915.34	\$ -	\$ 915.34
21582	080-030-30	4218 ESTATE DR	\$ 861.90	\$ 2,123.57	\$ 2,985.47
108722	151-074-15	708 N AIRPORT WY	\$ -	\$ 1,095.84	\$ 1,095.84
34514	088-234-12	636 DU PONT DR	\$ -	\$ 1,641.70	\$ 1,641.70
110636	151-335-10	1425 E ANDERSON ST	\$ -	\$ 1,510.05	\$ 1,510.05
205-2023083	168-150-55	931 Woodstream St	\$ 509.45	\$ -	\$ 509.45
125084	165-091-32	545 KOLHER ST	\$ -	\$ 1,209.63	\$ 1,209.63
35718	088-370-28	8773 DEER CREEK CI	\$ -	\$ 1,559.45	\$ 1,559.45
131484	171-041-23	2114 S B ST	\$ -	\$ 1,000.03	\$ 1,000.03
205-2000259	165-306-02	206 MOSSWOOD AVE	\$ 1,030.96	\$ -	\$ 1,030.96
120752	159-290-19	433 S BIRD AV	\$ -	\$ 815.07	\$ 815.07
205-2008790	133-170-09	2348 W WILLOW ST	\$ 354.55	\$ -	\$ 354.55
108880	151-092-07	527 N AIRPORT WY	\$ -	\$ 1,369.85	\$ 1,369.85
190956	164-300-12	995 KATE LINDE CI	\$ 345.43	\$ 1,574.55	\$ 1,919.98
115032	157-030-12	2841 E LAFAYETTE ST	\$ -	\$ 1,326.26	\$ 1,326.26
218744	179-320-17	2538 TOGNINALI LN	\$ -	\$ 775.57	\$ 775.57
205-2013242	175-140-55	262 WAIT AVE	\$ 1,159.21	\$ -	\$ 1,159.21
287424	163-800-27	1909 CUSHION CAP DR	\$ -	\$ 1,109.01	\$ 1,109.01
205-2003251	165-054-16	1764 S HARRISON ST	\$ 735.44	\$ -	\$ 735.44
107630	149-264-02	718 E SONORA ST	\$ -	\$ 1,097.46	\$ 1,097.46
205-2005456	137-093-09	521 W Willow St	\$ 436.29	\$ -	\$ 436.29
112186	153-220-37	2486 E WASHINGTON ST	\$ -	\$ 720.34	\$ 720.34

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
138984	071-374-19	4450 STURGEON RD	\$ -	\$ 1,375.64	\$ 1,375.64
205-2012040	127-030-33	1946 N CENTER ST	\$ 599.82	\$ -	\$ 599.82
124240	163-480-32	2179 QUAKER RIDGE CT	\$ -	\$ 547.72	\$ 547.72
522-12990	104-400-15	4604 WILLOW OAK CT	\$ 1,159.94	\$ -	\$ 1,159.94
283294	104-400-15	4604 WILLOW OAK CT	\$ -	\$ 1,344.22	\$ 1,344.22
20232	079-346-01	202 ARC AV	\$ -	\$ 2,880.44	\$ 2,880.44
38320	090-230-28	8412 CHERBOURG WY	\$ -	\$ 2,343.99	\$ 2,343.99
280090	068-390-49	3034 DAISY TRAIL DR	\$ -	\$ 1,702.00	\$ 1,702.00
237642	096-300-36	4802 KIMBALL HILL CI	\$ -	\$ 1,573.83	\$ 1,573.83
107996	151-024-24	1250 N SIERRA NEVADA ST	\$ 1,155.38	\$ 992.03	\$ 2,147.41
118182	157-342-09	16 N ORO AV	\$ -	\$ 1,100.70	\$ 1,100.70
113438	155-230-20	1955 E LAFAYETTE ST	\$ -	\$ 1,102.74	\$ 1,102.74
205-2015148	077-022-10	2620 W HAMMER LN	\$ 660.86	\$ -	\$ 660.86
99372	141-193-13	2237 ROOSEVELT ST	\$ -	\$ 999.16	\$ 999.16
205-2008744	135-210-15	1114 W VINE ST	\$ 1,159.21	\$ -	\$ 1,159.21
81472	123-173-09	2735 GRANGE AV	\$ -	\$ 1,228.23	\$ 1,228.23
205-2003005	125-140-31	48 E MARIPOSA AVE	\$ 735.44	\$ -	\$ 735.44
125528	165-130-31	270 W SIXTH ST	\$ -	\$ 1,504.02	\$ 1,504.02
205-2010284	135-413-12	929 W FLORA ST	\$ 981.05	\$ -	\$ 981.05
205-2027011	080-150-06	9039 CASTERBRIDGE DR	\$ 836.91	\$ -	\$ 836.91
75108	117-120-01	2329 SANGUINETTI LN	\$ -	\$ 866.62	\$ 866.62
222802	163-660-17	2717 SPRING HILL DR	\$ 704.39	\$ 1,520.71	\$ 2,225.10
134266	173-170-16	1901 S SINCLAIR AV	\$ -	\$ 1,459.81	\$ 1,459.81
206802	068-040-04	10779 FIRE ISLAND CI	\$ -	\$ 1,848.74	\$ 1,848.74
205-2027292	164-360-29	4141 MIST TRAIL DR	\$ 330.86	\$ -	\$ 330.86
155640	096-210-03	1680 BONAIRE CI	\$ -	\$ 1,385.02	\$ 1,385.02
127338	167-024-02	126 E FIRST ST	\$ -	\$ 1,606.27	\$ 1,606.27
132594	171-180-21	2831 S B ST	\$ -	\$ 863.66	\$ 863.66
35642	088-360-24	736 MISTY MEADOW ST	\$ -	\$ 1,384.80	\$ 1,384.80
234806	130-070-19	3005 MAYTEN CT	\$ -	\$ 2,140.03	\$ 2,140.03
205-2008277	133-220-40	2165 W PARK ST	\$ 670.87	\$ -	\$ 670.87
205-0127250	077-190-30	7709 WOODSIDE DR	\$ 266.04	\$ -	\$ 266.04
205-0127943	127-044-10	27 W ALDER ST	\$ 290.73	\$ -	\$ 290.73
205-0127173	121-170-22	2668 BRISTOL AVE	\$ 613.57	\$ -	\$ 613.57
205-2027271	168-090-14	4237 BRODIE WAY	\$ 660.86	\$ -	\$ 660.86
205-2014243	164-250-48	1131 LE CORBUSIER CT	\$ 660.86	\$ -	\$ 660.86
522-9392	141-250-36	2428 E POPLAR ST	\$ 1,181.81	\$ -	\$ 1,181.81
287416	163-810-46	1941 CUSHION CAP DR	\$ -	\$ 1,099.77	\$ 1,099.77
247356	133-230-70	2173 /2175 MONTE DIABLO AV	\$ 1,830.68	\$ 1,497.37	\$ 3,328.05
264398	168-230-54	4503 SYDNEY LN	\$ -	\$ 1,073.89	\$ 1,073.89
124446	165-052-18	1732 TURNPIKE RD	\$ 1,355.77	\$ 1,418.46	\$ 2,774.23
205-2013456	111-331-08	1805 DE OVAN AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2011059	133-111-08	2546 MONTE DIABLO AVE	\$ 959.21	\$ -	\$ 959.21
38380	090-240-16	8343 CHERBOURG WY	\$ -	\$ 1,686.76	\$ 1,686.76
84612	125-260-28	412 E ARCADE ST	\$ -	\$ 1,527.15	\$ 1,527.15
117474	157-291-09	823 S ADELBERT AV	\$ -	\$ 1,505.51	\$ 1,505.51
205-2004522	163-420-16	2418 LAGUNA CT	\$ 825.18	\$ -	\$ 825.18
131710	171-060-33	2032 S B ST	\$ -	\$ 1,361.03	\$ 1,361.03
76828	117-330-16	1225 FUNSTON AV	\$ -	\$ 1,174.64	\$ 1,174.64
205-2008784	175-130-61	3406 MARY AVE	\$ 319.92	\$ -	\$ 319.92
125406	165-112-18	2022 S HARRISON ST	\$ -	\$ 748.71	\$ 748.71

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
86590	127-162-06	424 E CLEVELAND ST	\$ -	\$ 2,083.13	\$ 2,083.13
19988	079-326-11	515 CIMARRON AV	\$ -	\$ 1,695.37	\$ 1,695.37
131196	169-212-16	1649 E EIGHTH ST	\$ -	\$ 989.21	\$ 989.21
5344	071-290-79	8667 MARINERS DR 79	\$ -	\$ 1,394.85	\$ 1,394.85
522-2837	173-370-35	3294 CASTELLON WAY	\$ 1,168.34	\$ -	\$ 1,168.34
206298	117-370-54	2127 KEVIN CT	\$ -	\$ 1,218.67	\$ 1,218.67
205-2008793	113-022-05	1238 W MARIPOSA AVE	\$ 1,159.21	\$ -	\$ 1,159.21
244300	179-380-60	3148 HEBRON LN	\$ -	\$ 1,691.10	\$ 1,691.10
263340	164-370-09	2527 KNOLLWOOD LN	\$ -	\$ 1,619.58	\$ 1,619.58
205-2028925	164-410-20	791 QUEENSLAND CIR	\$ 1,352.02	\$ -	\$ 1,352.02
205-2009515	113-150-06	829 W MONTEREY AVE	\$ 1,404.39	\$ -	\$ 1,404.39
310282	066-460-27	6812 DON CONTI LN	\$ -	\$ 2,239.34	\$ 2,239.34
205-2015062	077-101-20	2803 MEADOW AVE	\$ 1,014.00	\$ -	\$ 1,014.00
205-2010184	163-750-07	1813 PLATTE RD	\$ 579.21	\$ -	\$ 579.21
92886	135-394-06	921 N STOCKTON ST	\$ 904.87	\$ 1,415.35	\$ 2,320.22
205-2002517	102-290-09	4619 MARK TWAIN PL	\$ 815.59	\$ -	\$ 815.59
107344	149-190-05	836 E WEBER AV	\$ -	\$ 1,024.38	\$ 1,024.38
249082	068-350-08	3192 JOSHUA TREE CI	\$ -	\$ 1,257.37	\$ 1,257.37
522-823	177-153-06	3343 PHELPS ST	\$ 1,166.06	\$ -	\$ 1,166.06
33040	088-070-02	1334 WRANGLER CI	\$ -	\$ 1,161.54	\$ 1,161.54
32912	088-054-05	1125 FLEETWOOD WY	\$ -	\$ 1,579.10	\$ 1,579.10
223392	116-090-19	3699 WHISPERING CREEK CI	\$ -	\$ 1,867.05	\$ 1,867.05
280278	066-320-37	5312 VESTA CI	\$ -	\$ 1,596.10	\$ 1,596.10
221522	164-120-09	1812 DECARLI ST	\$ 604.39	\$ 2,013.29	\$ 2,617.68
206840	068-030-60	10798 FIRE ISLAND CI	\$ -	\$ 1,874.27	\$ 1,874.27
80072	123-020-12	2575 COUNTRY CLUB BL	\$ -	\$ 1,294.77	\$ 1,294.77
7592	072-200-39	1226 CHAPARRAL WY	\$ -	\$ 1,653.43	\$ 1,653.43
205-0127961	135-041-27	1659 LUCERNE AVE	\$ 368.72	\$ -	\$ 368.72
130260	169-090-41	1233 E TENTH ST	\$ -	\$ 1,372.77	\$ 1,372.77
258382	126-170-42	3623 TOWNSHEND CI	\$ -	\$ 1,264.68	\$ 1,264.68
205-2024571	082-180-23	3004 BEAUFORT AVE	\$ 836.91	\$ -	\$ 836.91
279894	068-410-25	10910 WILD BERRY LN	\$ -	\$ 1,696.94	\$ 1,696.94
42164	094-290-41	1989 HAMMERTOWN DR	\$ -	\$ 1,455.93	\$ 1,455.93
107990	151-024-21	1230 N SIERRA NEVADA ST	\$ -	\$ 742.88	\$ 742.88
81002	123-151-23	2087 ELMWOOD AV	\$ -	\$ 1,228.13	\$ 1,228.13
99924	141-234-04	2436 E FLORA ST	\$ -	\$ 1,415.68	\$ 1,415.68
29562	082-080-38	3131 VALLEY FORGE DR	\$ 405.22	\$ 1,476.05	\$ 1,881.27
128180	167-102-11	2014 S SUTTER ST	\$ -	\$ 1,245.58	\$ 1,245.58
104256	147-083-09	1227 S MADISON ST	\$ -	\$ 1,449.01	\$ 1,449.01
205-2000218	135-361-06	1439 N STOCKTON ST	\$ 667.74	\$ -	\$ 667.74
31936	082-350-24	7142 TROUSDALE PL	\$ -	\$ 904.30	\$ 904.30
205-2004702	125-120-22	43 E ELLIS ST	\$ 915.34	\$ -	\$ 915.34
39268	090-320-62	8126 CALAIS CT	\$ -	\$ 1,244.01	\$ 1,244.01
205-2012132	135-411-16	820 N San Jose St	\$ 289.18	\$ -	\$ 289.18
13154	077-260-04	7406 CORAL LN	\$ -	\$ 1,712.35	\$ 1,712.35
205-2012174	102-280-33	520 RIALTO AVE	\$ 670.87	\$ -	\$ 670.87
205-2026092	078-400-32	9718 SIDON CT	\$ 308.57	\$ -	\$ 308.57
219652	166-080-15	3707 LUISA KAYASSO LN	\$ -	\$ 2,148.08	\$ 2,148.08
117930	157-324-19	306 S GERTRUDE AV	\$ -	\$ 1,236.81	\$ 1,236.81
24744	081-083-06	7133 VILLA DR	\$ -	\$ 2,224.85	\$ 2,224.85
28610	081-470-46	720 KERMIT CT	\$ -	\$ 1,155.87	\$ 1,155.87

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
137598	177-230-37	2929 S B ST	\$ -	\$ 557.96	\$ 557.96
11292	072-230-14	932 SHADOW CREEK DR	\$ -	\$ 1,948.31	\$ 1,948.31
32144	082-370-29	7011 SHOREHAM PL	\$ 840.63	\$ 2,641.89	\$ 3,482.52
25634	081-160-36	312 LESLIE AV	\$ -	\$ 1,589.02	\$ 1,589.02
205-2008807	137-110-45	303 W MAGNOLIA ST	\$ 1,341.99	\$ -	\$ 1,341.99
205-2009062	163-750-05	1806 LONGDON DR	\$ 915.34	\$ -	\$ 915.34
278820	119-150-48	2437 STEWART ST	\$ -	\$ 696.05	\$ 696.05
34864	088-270-26	9138 SUNDANCE LN	\$ -	\$ 1,369.62	\$ 1,369.62
34916	088-270-52	9134 FITZPATRICK CI	\$ -	\$ 1,440.19	\$ 1,440.19
259960	166-420-50	2431 BRIARCLIFF DR	\$ -	\$ 1,491.39	\$ 1,491.39
124952/230186	165-080-19	1901 S EL DORADO ST	\$ -	\$ 855.34	\$ 855.34
50766	102-120-10	5338 RIDGEWAY AV	\$ -	\$ 1,462.50	\$ 1,462.50
45484	097-590-26	2866 CRITTENDON CT	\$ 836.91	\$ 2,158.07	\$ 2,994.98
205536	116-050-04	3915 BROOK VALLEY CI	\$ -	\$ 2,376.61	\$ 2,376.61
111700	153-192-08	2264 E MARKET ST	\$ -	\$ 1,606.38	\$ 1,606.38
205-2000374	113-053-04	1143 S COUNTRY CLUB BLVD	\$ 915.34	\$ -	\$ 915.34
205-2004885	125-160-15	11 E SONOMA AVE	\$ 665.34	\$ -	\$ 665.34
68508	113-180-02	928 COUNTRY CLUB S BL	\$ -	\$ 1,134.93	\$ 1,134.93
247144	116-500-53	4028 SHORELAKE CT	\$ 551.19	\$ 2,024.51	\$ 2,575.70
108042	151-031-22	1146 N UNION ST	\$ -	\$ 1,494.83	\$ 1,494.83
104560	147-101-06	827 S MONROE ST	\$ -	\$ 1,410.12	\$ 1,410.12
237806	166-160-10	2265 FLATBOAT ST	\$ 571.91	\$ 1,735.30	\$ 2,307.21
78974	119-290-25	3227 WATERLOO RD	\$ -	\$ 871.68	\$ 871.68
123228	163-210-06	820 W SECOND ST	\$ -	\$ 1,209.47	\$ 1,209.47
88550	133-240-04	1327 PELEM CT	\$ 1,404.39	\$ 1,520.09	\$ 2,924.48
205-2032663	164-230-35	840 RAYSILVA CIR	\$ 913.38	\$ -	\$ 913.38
18392	079-153-09	734 SAN MIGUEL AV	\$ -	\$ 1,311.80	\$ 1,311.80
205-2009575	111-331-15	1719 DE OLAN AVE	\$ 1,404.39	\$ -	\$ 1,404.39
205-2002999	163-680-54	2758 S FRESNO AVE	\$ 441.52	\$ -	\$ 441.52
289840	117-500-55	1823 MIGHTY OAK DR	\$ -	\$ 1,350.69	\$ 1,350.69
30946	082-240-09	7924 MONTGOMERY AV	\$ -	\$ 1,912.88	\$ 1,912.88
254108	166-360-16	1963 BENTON CT	\$ -	\$ 1,807.50	\$ 1,807.50
94332	137-096-02	436 W WILLOW ST	\$ 538.14	\$ 1,078.96	\$ 1,617.10
54832	104-390-23	1161 HUTCHINSON AV	\$ -	\$ 409.54	\$ 409.54
310280	066-460-26	6808 DON CONTI LN	\$ -	\$ 1,868.94	\$ 1,868.94
20914	079-410-05	7914 DIANA MARIE DR	\$ -	\$ 1,355.94	\$ 1,355.94
37304	090-130-07	2855 CHELMSFORD WY	\$ -	\$ 1,393.74	\$ 1,393.74
267456	128-160-31	2823 WISTERIA LN	\$ -	\$ 1,242.89	\$ 1,242.89
284090	084-110-06	441 CHAGALL LN	\$ -	\$ 5,424.79	\$ 5,424.79
258450	126-160-10	3772 TOWNSHEND CI	\$ -	\$ 1,231.05	\$ 1,231.05
261328	070-360-44	10717 WILLOW GLEN CI	\$ -	\$ 1,414.27	\$ 1,414.27
291756	168-250-12	770 HENRY LONG BL	\$ -	\$ 2,114.91	\$ 2,114.91
291666	168-260-33	633 SANDSTONE DR	\$ -	\$ 1,515.71	\$ 1,515.71
246308	164-050-41	2442 SAILBOAT CT	\$ 332.86	\$ 1,529.12	\$ 1,861.98
297346	143-210-06	3128 ANITA ST	\$ -	\$ 4,153.76	\$ 4,153.76
280196	066-320-15	5230 LOKI LN	\$ -	\$ 2,109.00	\$ 2,109.00
121490	164-280-17	3730 STEVE LILLIE CI	\$ 660.86	\$ 1,501.67	\$ 2,162.53
227346	127-080-10	1610 N EL DORADO ST	\$ -	\$ 3,172.84	\$ 3,172.84
66094	112-110-01	2302 PHEASANT RUN CI	\$ 1,014.00	\$ 4,618.81	\$ 5,632.81
93148	135-413-15	820 N YOSEMITE ST	\$ -	\$ 1,195.99	\$ 1,195.99
24602	081-060-42	428 MORRO LN	\$ -	\$ 2,280.18	\$ 2,280.18

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
17858	079-090-04	8922 SAN PASQUAL WY	\$ -	\$ 2,201.12	\$ 2,201.12
205-2028351	166-390-29	1745 BARTLETT CT	\$ 836.91	\$ -	\$ 836.91
274134	177-360-01	3447 TRISHA WY	\$ -	\$ 1,149.32	\$ 1,149.32
205-2010615	135-200-25	1014 W VERNAL WAY	\$ 452.82	\$ -	\$ 452.82
24210	080-430-81	2935 WAUDMAN AV	\$ 367.46	\$ 2,093.84	\$ 2,461.30
288484	084-210-52	135 SHIRLEEN DR	\$ -	\$ 1,777.46	\$ 1,777.46
205-2012516	165-310-09	103 MOSSWOOD AVE	\$ 885.17	\$ -	\$ 885.17
219792	166-070-26	1582 WILLIAM MOSS BL	\$ -	\$ 1,389.77	\$ 1,389.77
205-2032344	166-380-27	5098 MOORCROFT CIR	\$ 836.91	\$ -	\$ 836.91
286078	084-160-55	10709 TOVANELLA WY	\$ -	\$ 1,648.01	\$ 1,648.01
205-0126179	097-510-17	6292 PORTERFIELD CT	\$ 1,159.21	\$ -	\$ 1,159.21
274450	117-420-38	2013 MOSS OAK WY	\$ -	\$ 823.43	\$ 823.43
272372	117-390-20	3746 SANGUINETTI LN	\$ -	\$ 1,419.30	\$ 1,419.30
100174	141-260-16	2410 HACKBERRY ST	\$ -	\$ 992.30	\$ 992.30
53082	104-150-17	4878 GREENSBORO WY	\$ -	\$ 1,450.80	\$ 1,450.80
235538	068-120-45	3502 IGNACIO CI	\$ -	\$ 2,069.23	\$ 2,069.23
125524	165-130-29	261 DELHI AV	\$ 1,830.44	\$ 1,367.17	\$ 3,197.61
184346	149-040-04	120 E MARKET ST	\$ -	\$ 1,842.84	\$ 1,842.84
233740	118-300-27	3330 PINEHURST CT	\$ -	\$ 1,154.23	\$ 1,154.23
109526	151-205-04	1236 E WEBER AV	\$ 1,159.94	\$ 1,520.27	\$ 2,680.21
52532	104-050-13	5652 TAM O SHANTER DR	\$ -	\$ 1,587.38	\$ 1,587.38
205-2013492	133-190-12	826 KING AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2001486	165-053-30	1816 FRENCH CAMP TPKE	\$ 323.18	\$ -	\$ 323.18
37810	090-160-43	8934 HILLCREST AV	\$ -	\$ 2,119.85	\$ 2,119.85
152946	090-530-02	2732 OAKWOOD CT	\$ -	\$ 1,380.09	\$ 1,380.09
189654	164-230-77	1086 BRICK & TILE CI	\$ -	\$ 947.99	\$ 947.99
248720	168-180-06	1242 HENRY LONG BL	\$ -	\$ 1,268.41	\$ 1,268.41
19932	079-325-03	618 PALOMA AV	\$ -	\$ 1,704.33	\$ 1,704.33
205-2032341	110-310-33	1968 ANGELICO CIR	\$ 660.86	\$ -	\$ 660.86
67446	113-041-01	2526 N PERSHING AV	\$ 915.34	\$ 905.67	\$ 1,821.01
76548	117-260-37	1706 REGAL W ST	\$ 1,159.94	\$ 1,521.11	\$ 2,681.05
7772	072-050-70	1903 CHAPARRAL WY	\$ -	\$ 1,864.61	\$ 1,864.61
286216	068-420-46	10610 SISKIYOU LN	\$ -	\$ 2,174.00	\$ 2,174.00
244982	168-100-26	1145 CYPRESS HILL LN	\$ 660.86	\$ 1,851.94	\$ 2,512.80
522-3073	157-130-24	1107 BURKETT AVE	\$ 1,436.42	\$ -	\$ 1,436.42
26490	081-252-20	1 W LA MESA AV	\$ -	\$ 1,070.98	\$ 1,070.98
205-2007106	163-510-70	2368 Old Del Monte St	\$ 406.10	\$ -	\$ 406.10
29184	082-030-18	8802 KELLEY DR	\$ -	\$ 3,866.12	\$ 3,866.12
29190	082-030-20	8820 KELLEY DR	\$ -	\$ 2,759.33	\$ 2,759.33
55174	108-050-23	5603 CASCADE CT	\$ -	\$ 2,068.01	\$ 2,068.01
55468/55470	108-070-31	1556 BLACKOAK DR	\$ -	\$ 1,290.59	\$ 1,290.59
205-2009873	135-172-04	1442 W WALNUT ST	\$ 1,159.21	\$ -	\$ 1,159.21
30578	082-190-50	3102 VALLEY FORGE DR	\$ 754.39	\$ 2,002.96	\$ 2,757.35
16254	078-340-47	3621 CHATSWORTH CT	\$ -	\$ 2,373.17	\$ 2,373.17
72034	115-073-14	143 W KNOLES WY	\$ -	\$ 1,513.19	\$ 1,513.19
81478	123-173-12	1723 BRISTOL AV	\$ -	\$ 1,168.92	\$ 1,168.92
25688	081-170-15	6 W LORETTA AV	\$ -	\$ 1,610.74	\$ 1,610.74
205-2028036	166-380-50	2420 GALLEY WAY	\$ 968.37	\$ -	\$ 968.37
283980	122-110-42	10441 OZZY CT	\$ -	\$ 1,512.66	\$ 1,512.66
100942	143-090-08	2616 ROOSEVELT ST	\$ -	\$ 897.05	\$ 897.05
279524	117-460-28	1736 SHADY FOREST WY	\$ 1,159.94	\$ 1,419.86	\$ 2,579.80

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
248274	166-140-43	1845 VAN GOGH LN	\$ 836.91	\$ 1,530.64	\$ 2,367.55
97476	139-222-09	533 N STANISLAUS ST	\$ -	\$ 1,629.85	\$ 1,629.85
205-2012956	102-320-36	172 DARDANELLE PL	\$ 563.84	\$ -	\$ 563.84
30008	082-130-16	2504 ANTOINE CT	\$ -	\$ 3,527.37	\$ 3,527.37
54262	104-330-44	4487 TOWNEHOME DR	\$ -	\$ 916.52	\$ 916.52
205-2004410	121-120-47	3002 Elmwood Ave	\$ 406.10	\$ -	\$ 406.10
205-2032867	071-383-15	4406 BLUE GILL CT	\$ 426.42	\$ -	\$ 426.42
51314	102-183-06	106 NOTTINGHAM DR	\$ -	\$ 787.88	\$ 787.88
42922	094-360-13	6020 BUCKSKIN PL	\$ -	\$ 1,071.60	\$ 1,071.60
205-2011342	133-411-18	1823 W ACACIA ST	\$ 915.34	\$ -	\$ 915.34
173312	118-090-06	3607 CRYSTAL TREE CT	\$ -	\$ 1,625.79	\$ 1,625.79
42610	094-320-66	6509 MT BACHELOR CT	\$ -	\$ 1,152.97	\$ 1,152.97
267454	128-160-18	2810 WISTERIA LN	\$ -	\$ 1,991.68	\$ 1,991.68
8616	072-210-74	1309 CHELSEA WY	\$ -	\$ 2,603.08	\$ 2,603.08
205-2010528	137-130-25	47 W ACACIA ST	\$ 729.10	\$ -	\$ 729.10
522-11943	167-046-18	1922 S SAN JOAQUIN ST	\$ 1,159.94	\$ -	\$ 1,159.94
205-2011658	135-230-25	829 N ARGONAUT ST	\$ 594.45	\$ -	\$ 594.45
522-13586	151-280-20	528 S UNION ST	\$ 1,159.94	\$ -	\$ 1,159.94
48278	100-100-11	6817 MILL SPRINGS CT	\$ 660.86	\$ 1,644.62	\$ 2,305.48
24124	080-430-38	2950 OLD RANCH CI	\$ 836.91	\$ 1,782.30	\$ 2,619.21
44694	097-310-06	6031 MITCHLER AV	\$ -	\$ 1,261.09	\$ 1,261.09
205-2009465	163-390-09	2247 PORT TRINITY CIR	\$ 765.34	\$ -	\$ 765.34
205-2017669	100-220-30	6333 SAVANNAH PL	\$ 523.50	\$ -	\$ 523.50
23992	080-420-18	2819 WAGNER HEIGHTS RD	\$ -	\$ 2,048.29	\$ 2,048.29
205-2006452	163-390-17	2270 PORT TRINITY CIR	\$ 915.34	\$ -	\$ 915.34
252314	166-330-24	1376 VENICE CI	\$ 381.89	\$ 1,027.14	\$ 1,409.03
205-2007393	163-650-45	1969 SAINT LAKES WAY	\$ 670.87	\$ -	\$ 670.87
205-2010389	165-096-10	314 KOLHER ST	\$ 825.18	\$ -	\$ 825.18
190774	164-270-03	983 KATE LINDE CI	\$ -	\$ 2,275.42	\$ 2,275.42
111468	153-150-16	2316 E FREMONT ST	\$ -	\$ 1,253.90	\$ 1,253.90
125976	165-164-18	267 W EIGHTH ST	\$ 1,159.21	\$ 1,414.94	\$ 2,574.15
205-0127729	137-166-09	430 W Flora St	\$ 451.68	\$ -	\$ 451.68
100880	143-080-30	2603 E FREMONT ST	\$ -	\$ 1,254.10	\$ 1,254.10
106206	147-341-06	641 E DR MARTIN LUTHER KING JR BL	\$ -	\$ 1,048.72	\$ 1,048.72
60246	110-080-23	4320 LORENZO LN	\$ -	\$ 1,475.86	\$ 1,475.86
121686	164-320-19	3811 LOTO CT	\$ 485.27	\$ 941.72	\$ 1,426.99
133210	171-272-30	2238 POCK LN	\$ -	\$ 889.44	\$ 889.44
113894	155-330-39	2235 E TAYLOR ST	\$ -	\$ 1,414.32	\$ 1,414.32
131548	171-042-15	2156 S LAUREL ST	\$ -	\$ 877.57	\$ 877.57
55566	108-080-03	5545 TREE SWALLOW CT IRR	\$ -	\$ 1,195.73	\$ 1,195.73
205-2008866	135-350-36	946 W ELM ST	\$ 795.81	\$ -	\$ 795.81
88880	133-300-13	2014 W WILLOW ST	\$ -	\$ 1,310.41	\$ 1,310.41
205-2006987	121-120-41	2435 SANGER DR	\$ 735.44	\$ -	\$ 735.44
97730	139-250-05	242 N SUTTER ST	\$ -	\$ 4,220.65	\$ 4,220.65
116588	157-210-11	130 N ANTEROS AV	\$ -	\$ 876.17	\$ 876.17
205-2027134	164-060-17	2317 STERN PL	\$ 660.86	\$ -	\$ 660.86
134110	173-133-12	1980 S OLIVE AV	\$ -	\$ 1,214.74	\$ 1,214.74
39690	090-400-26	8734 FOX CREEK DR	\$ -	\$ 1,427.25	\$ 1,427.25
247254	168-050-18	1148 BOARDWALK DR	\$ -	\$ 1,160.70	\$ 1,160.70
205-2013862	080-020-08	9318 KELLEY DR	\$ 1,014.00	\$ -	\$ 1,014.00
19214	079-242-07	701 DUNDEE WY	\$ -	\$ 1,358.36	\$ 1,358.36

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Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
133188	171-272-19	2517 E NINTH ST	\$ -	\$ 907.45	\$ 907.45
11916	077-060-26	2720 BUTTONWILLOW AV	\$ -	\$ 1,583.31	\$ 1,583.31
42512	094-320-15	6518 EL CAPITAN CI	\$ -	\$ 1,623.88	\$ 1,623.88
116334	157-191-23	3452 E LAFAYETTE ST	\$ -	\$ 1,530.65	\$ 1,530.65
66218	112-130-01	2732 GRIZZLY HOLLOW WY	\$ 840.63	\$ 2,550.97	\$ 3,391.60
11282	072-230-09	1012 SHADOW CREEK DR	\$ -	\$ 1,847.18	\$ 1,847.18
65322	112-020-16	5927 BRUSH CREEK DR	\$ 800.52	\$ 2,961.43	\$ 3,761.95
205-2031753	078-240-46	2706 BATTLEVIEW PL	\$ 1,352.02	\$ -	\$ 1,352.02
205-2020043	080-060-13	3227 ADMIRAL DR	\$ 1,117.80	\$ -	\$ 1,117.80
205-2029334	080-080-23	9206 DECATUR DR	\$ 836.91	\$ -	\$ 836.91
205-2008238	113-203-06	2209 DWIGHT WAY	\$ 795.81	\$ -	\$ 795.81
205-2004638	113-212-21	2310 DWIGHT WAY	\$ 795.81	\$ -	\$ 795.81
205-2000198	133-250-29	1414 HOLT ST	\$ 1,018.68	\$ -	\$ 1,018.68
46974	098-470-01	6135 CUMBERLAND PL	\$ 1,014.00	\$ 1,676.50	\$ 2,690.50
256820	126-140-06	4023 RICHARDS DR	\$ -	\$ 3,142.06	\$ 3,142.06
205-2016538	082-160-41	2537 BUNKERHILL DR	\$ 697.15	\$ -	\$ 697.15
48426	100-110-19	6840 SHILOH CT	\$ -	\$ 2,208.96	\$ 2,208.96
205-2001700	163-680-52	2744 S FRESNO AVE	\$ 1,159.21	\$ -	\$ 1,159.21
248180	116-510-36	5421 ROCKWOOD CI	\$ -	\$ 1,000.14	\$ 1,000.14
101394	143-160-22	1635 SUTRO AV	\$ -	\$ 873.87	\$ 873.87
17368	079-051-01	526 W MORADA LN	\$ -	\$ 2,489.21	\$ 2,489.21
205-2000473	133-180-38	2324 RAYMOND AVE	\$ 1,404.39	\$ -	\$ 1,404.39
304170	171-390-40	2724 CLEARFIELD DR UT	\$ -	\$ 1,501.91	\$ 1,501.91
65528	112-030-64	2732 CANYON CREEK DR	\$ 660.86	\$ 1,498.56	\$ 2,159.42
111060	153-090-24	1936 MYRTLE ST	\$ -	\$ 1,413.67	\$ 1,413.67
258408	126-170-06	3682 TOWNSHEND CI	\$ -	\$ 1,456.27	\$ 1,456.27
73712	115-210-44	160 E INGRAM ST	\$ -	\$ 1,249.81	\$ 1,249.81
286004	084-150-44	10728 PADUA WY	\$ -	\$ 1,610.36	\$ 1,610.36
40712	094-030-45	7407 TAM O SHANTER DR	\$ -	\$ 2,633.25	\$ 2,633.25
248272	166-140-42	1839 VAN GOGH LN	\$ -	\$ 1,350.99	\$ 1,350.99
205-2025284	166-060-32	1679 ERICKSON CIR	\$ 836.91	\$ -	\$ 836.91
119408	159-120-46	5120 CARMELLIA ST	\$ -	\$ 1,499.45	\$ 1,499.45
36116	090-030-59	9321 DUNWOOD DR	\$ -	\$ 1,983.76	\$ 1,983.76
205-2010259	135-366-02	718 W WILLOW ST	\$ 548.30	\$ -	\$ 548.30
40952	094-070-38	2348 GARETH CI	\$ -	\$ 1,200.80	\$ 1,200.80
205-0127901	080-400-37	3049 Burl Hollow Dr	\$ 464.37	\$ -	\$ 464.37
205-2024722	168-100-23	1121 CYPRESS HILL LN	\$ 660.86	\$ -	\$ 660.86
282976	117-400-23	3619 GAMBEL OAK LN	\$ -	\$ 1,415.65	\$ 1,415.65
290032	128-380-14	4528 MERCER HILL WY	\$ -	\$ 1,328.16	\$ 1,328.16
64998	111-392-20	1447 W ALPINE AV	\$ 1,404.39	\$ 1,072.12	\$ 2,476.51
522-6543	155-040-19	320 S DELLA ST	\$ 1,159.94	\$ -	\$ 1,159.94
37504	090-130-53	9211 KIRKBY LN	\$ -	\$ 814.87	\$ 814.87
120888	159-300-36	362 S CARDINAL AV	\$ -	\$ 871.92	\$ 871.92
205-2011622	135-200-18	1335 N SAN JOSE ST	\$ 254.61	\$ -	\$ 254.61
205-2025362	166-040-20	4944 MIRAMARE LN	\$ 304.50	\$ -	\$ 304.50
109562	151-206-04	1244 E MAIN ST	\$ -	\$ 4,125.76	\$ 4,125.76
109620	151-210-10	1315 E MAIN ST	\$ -	\$ 2,091.97	\$ 2,091.97
268590	124-310-44	3542 GAROFALO CT	\$ -	\$ 1,991.31	\$ 1,991.31
205-2013015	163-690-55	2548 DRY CREEK WAY	\$ 780.12	\$ -	\$ 780.12
125942	165-164-02	258 W SEVENTH ST	\$ 266.04	\$ 1,106.21	\$ 1,372.25
205-0126818	165-270-05	2726 S Harrison St	\$ 406.10	\$ -	\$ 406.10

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
109698	151-210-53	16 S AIRPORT WY	\$ -	\$ 2,467.58	\$ 2,467.58
113036	155-130-02	1818 MILTON ST	\$ 1,159.94	\$ 1,520.60	\$ 2,680.54
229470	151-210-11	1305 E MAIN ST &	\$ -	\$ 1,387.94	\$ 1,387.94
88150	133-160-39	2418 W HARDING WY	\$ 777.39	\$ 1,446.07	\$ 2,223.46
205-2013544	135-300-30	1139 N SAN JOSE ST	\$ 1,001.89	\$ -	\$ 1,001.89
107986	151-024-19	1222 N SIERRA NEVADA ST	\$ -	\$ 1,500.34	\$ 1,500.34
77502	119-063-03	2857 N F ST	\$ -	\$ 872.39	\$ 872.39
25606	081-160-25	114 W LINCOLN RD	\$ -	\$ 995.49	\$ 995.49
221526	164-120-21	1821 DECARLI ST	\$ 968.37	\$ 1,207.06	\$ 2,175.43
522-11777	169-073-14	2030 S UNION ST	\$ 1,159.94	\$ -	\$ 1,159.94
237104	124-240-26	3339 MT REBA CT	\$ -	\$ 2,852.46	\$ 2,852.46
133114	171-260-21	2520 NIGHTINGALE CT	\$ -	\$ 1,508.89	\$ 1,508.89
12766	077-184-04	7510 WOODSIDE DR	\$ -	\$ 1,590.75	\$ 1,590.75
14108	078-030-42	3210 LARCHMONT DR	\$ 695.93	\$ 1,215.05	\$ 1,910.98
136274/304798	175-140-54	3662 HARVEY AV	\$ -	\$ 739.86	\$ 739.86
228774	147-265-05	544 E CLAY ST	\$ -	\$ 1,151.39	\$ 1,151.39
222866	179-350-78	2652 WAUSA WY	\$ -	\$ 1,381.81	\$ 1,381.81
101546	143-180-18	1435 CHRONICLE AV	\$ -	\$ 747.33	\$ 747.33
205-2009703	111-361-07	1812 W SONOMA AVE	\$ 715.34	\$ -	\$ 715.34
205-2018793	098-430-24	4120 FIVE MILE DR	\$ 680.05	\$ -	\$ 680.05
76366	117-243-02	2011 BISHOP ST	\$ -	\$ 768.52	\$ 768.52
272842	126-270-19	3160 JADE CT	\$ -	\$ 1,578.93	\$ 1,578.93
29338	082-050-19	3408 CHARLESTON CT	\$ 728.79	\$ 4,650.22	\$ 5,379.01
227876	137-310-32	38 W SONORA ST &	\$ -	\$ 6,511.39	\$ 6,511.39
256902	066-200-20	10221 BERRYESSA DR	\$ -	\$ 1,919.81	\$ 1,919.81
36608	090-070-42	2217 SANDALWOOD DR	\$ -	\$ 818.64	\$ 818.64
53666	104-260-04	4453 COTTON CT	\$ -	\$ 5,083.34	\$ 5,083.34
53668	104-260-05	4445 COTTON CT	\$ -	\$ 5,009.86	\$ 5,009.86
44976	097-510-16	6282 PORTERFIELD CT	\$ 2,075.69	\$ 2,100.25	\$ 4,175.94
205-2015689	116-040-21	3959 BRIDLEWOOD CIR	\$ 377.22	\$ -	\$ 377.22
44982	097-510-17	6290 PORTERFIELD CT	\$ 1,106.81	\$ 2,288.48	\$ 3,395.29
205-2019197	112-150-20	3688 WOOD DUCK CIR	\$ 314.00	\$ -	\$ 314.00
229546	151-300-01	944 E SCOTTS AV &	\$ -	\$ 1,566.11	\$ 1,566.11
205-0128046	100-110-25	6841 HERNDON PL	\$ 493.28	\$ -	\$ 493.28
91156	135-200-30	1045 W VINE ST	\$ -	\$ 1,520.09	\$ 1,520.09
31556	082-310-05	3014 W HAMMER LN	\$ 836.91	\$ 1,578.59	\$ 2,415.50
130010	169-075-01	2006 S PILGRIM ST	\$ -	\$ 1,491.76	\$ 1,491.76
75402	117-150-12	1508 BISHOP ST	\$ -	\$ 1,415.62	\$ 1,415.62
190476	164-250-40	1118 LE CORBUSIER CT	\$ 1,014.00	\$ 1,602.16	\$ 2,616.16
205-2012072	165-052-10	519 W 4TH ST	\$ 1,159.21	\$ -	\$ 1,159.21
78034	119-160-27	2816 REDWOOD AV	\$ -	\$ 874.34	\$ 874.34
80540	123-080-27	2112 ELMWOOD AV	\$ -	\$ 846.59	\$ 846.59
86868	127-280-14	1752 PALM AV	\$ -	\$ 874.34	\$ 874.34
34680	088-250-19	820 ASTOR DR	\$ -	\$ 3,670.80	\$ 3,670.80
74702	117-040-02	3723 UTAH AV	\$ -	\$ 1,603.73	\$ 1,603.73
107802	151-021-05	1269 N PILGRIM ST	\$ -	\$ 947.45	\$ 947.45
251286	166-340-13	4259 MIST TRAIL DR	\$ -	\$ 2,453.85	\$ 2,453.85
205-2028775	166-460-33	2734 ABRUZZI CT	\$ 271.81	\$ -	\$ 271.81
54834	104-390-24	1149 HUTCHINSON AV	\$ -	\$ 1,786.71	\$ 1,786.71
150454	088-400-21	9057 WARM SPRINGS CI	\$ -	\$ 1,304.58	\$ 1,304.58
244990	168-060-30	823 SANDDOLLAR CI	\$ 836.91	\$ 1,647.81	\$ 2,484.72

2024 ASSESSMENT LIST

EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-0127834	133-411-27	1881 W Acacia St	\$ 563.71	\$ -	\$ 563.71
32032	082-360-07	7313 RICHLAND WY	\$ -	\$ 1,751.49	\$ 1,751.49
263304	164-370-30	4007 PROGRESS WY	\$ -	\$ 1,795.91	\$ 1,795.91
245058	168-060-12	4122 STAR WY	\$ -	\$ 1,507.25	\$ 1,507.25
280806	070-700-34	2722 SAND CASTLE CT	\$ -	\$ 1,665.79	\$ 1,665.79
205-2018255	082-290-29	2904 Hillview Ave	\$ 330.76	\$ -	\$ 330.76
21018	079-420-23	8316 DIANA MARIE DR	\$ -	\$ 1,145.26	\$ 1,145.26
19196	079-241-03	724 DUNDEE WY	\$ -	\$ 1,603.00	\$ 1,603.00
205-2026588	166-330-15	1379 Venice Cir	\$ 409.93	\$ -	\$ 409.93
100616	143-030-30	1439 RHODE ISLAND AV	\$ -	\$ 877.52	\$ 877.52
205-2005176	165-100-13	2045 S HARRISON ST	\$ 372.61	\$ -	\$ 372.61
248622	166-100-22	1817 GERMAIN LN	\$ 836.91	\$ 1,513.72	\$ 2,350.63
205-2012451	165-153-05	47 W 7TH ST	\$ 1,404.39	\$ -	\$ 1,404.39
205-2012263	147-104-01	246 W WORTH ST	\$ 1,004.39	\$ -	\$ 1,004.39
125152	165-092-34	551 HOWARD ST	\$ -	\$ 1,405.35	\$ 1,405.35
522-4071	169-165-08	1530 E 7TH ST	\$ 1,166.06	\$ -	\$ 1,166.06
267886	122-060-49	3814 TIVOLI CT	\$ -	\$ 2,616.95	\$ 2,616.95
19232	079-242-20	8327 SKYE DR	\$ -	\$ 1,797.45	\$ 1,797.45
256224	066-100-26	10349 LANIER LN	\$ -	\$ 1,307.27	\$ 1,307.27
265034	179-430-05	3037 OGDEN LN	\$ -	\$ 740.33	\$ 740.33
264340	168-230-30	4421 JANELL LN	\$ -	\$ 1,591.50	\$ 1,591.50
205-2000977	133-440-20	1847 W ROSE ST	\$ 281.06	\$ -	\$ 281.06
205-2010761	163-690-20	1608 TERRA VISTA LN	\$ 773.76	\$ -	\$ 773.76
236528	163-720-39	2114 STORMY CREEK CT	\$ -	\$ 1,243.81	\$ 1,243.81
101170	143-125-14	1744 MYRAN AV	\$ -	\$ 873.87	\$ 873.87
205-2009709	113-340-45	440 CENTRAL N AVE	\$ 272.04	\$ -	\$ 272.04
132588	171-180-18	1923 GERALD AV	\$ -	\$ 1,719.65	\$ 1,719.65
6288	075-180-08	1011 MACDUFF AV	\$ -	\$ 2,044.67	\$ 2,044.67
10678	072-340-51	1406 BRIARWOOD WY	\$ -	\$ 2,350.79	\$ 2,350.79
205-0128190	164-120-13	1764 DECARLI ST	\$ 426.25	\$ -	\$ 426.25
31968	082-350-40	2944 HEMPSTEAD WY	\$ -	\$ 1,547.09	\$ 1,547.09
285226	163-830-16	1839 BELLA LAGO DR	\$ 1,159.21	\$ 1,172.25	\$ 2,331.46
205-0126038	133-450-17	1846 W WILLOW ST	\$ 913.71	\$ -	\$ 913.71
221554	164-120-43	3265 DIETRICH CT	\$ 679.07	\$ 1,717.95	\$ 2,397.02
205-2003881	137-110-15	232 W VINE ST	\$ 500.00	\$ -	\$ 500.00
123990	163-450-16	1015 SANDOVAL CT	\$ -	\$ 742.78	\$ 742.78
16934	078-390-11	9513 SCARBORO PL	\$ -	\$ 1,895.31	\$ 1,895.31
253958	166-360-13	4426 EIFFEL DR	\$ 836.91	\$ 1,275.10	\$ 2,112.01
29740	082-100-31	2949 LITCHFIELD DR	\$ 836.91	\$ 1,719.98	\$ 2,556.89
247868	166-050-41	4834 HAVEN PL	\$ -	\$ 1,325.36	\$ 1,325.36
241816	164-100-24	3309 RIPPLEROCK LN	\$ -	\$ 2,320.94	\$ 2,320.94
119834	159-181-14	5045 E WEBER AV	\$ -	\$ 860.56	\$ 860.56
276442	164-400-09	3562 GOLD COAST CT	\$ -	\$ 1,292.32	\$ 1,292.32
17540	079-055-03	214 W MORADA LN	\$ -	\$ 1,018.23	\$ 1,018.23
38468	090-250-28	2419 BORDEAUX AV	\$ -	\$ 1,663.61	\$ 1,663.61
99416	141-195-02	2322 E WILLOW ST	\$ -	\$ 874.34	\$ 874.34
122428	163-080-26	1432 DENVER AV	\$ -	\$ 1,195.68	\$ 1,195.68
260794	066-120-42	10517 DNIEPER LN	\$ -	\$ 1,852.08	\$ 1,852.08
248566	166-100-18	1818 PICASSO WY	\$ 836.91	\$ 1,851.70	\$ 2,688.61
205-2010893	163-590-08	2171 NAPA RIVER DR	\$ 1,159.21	\$ -	\$ 1,159.21
205-2008049	163-690-01	2425 Plumas Lake St	\$ 550.13	\$ -	\$ 550.13

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
37900	090-170-39	2417 ARDEN LN	\$ -	\$ 339.42	\$ 339.42
74048	115-252-06	450 E BARRYMORE ST	\$ -	\$ 1,217.28	\$ 1,217.28
61040	110-210-05	1119 ROSE MARIE LN	\$ -	\$ 4,171.16	\$ 4,171.16
205-2033134	164-280-10	3716 STEVE LILLIE CIR	\$ 524.39	\$ -	\$ 524.39
113424	155-230-14	2030 E MAIN ST	\$ -	\$ 577.81	\$ 577.81
7802	072-170-01	9852 HICKOCK DR	\$ -	\$ 844.87	\$ 844.87
95478	137-180-36	104 W FLORA ST	\$ -	\$ 2,529.66	\$ 2,529.66
131540	171-042-11	2119 E EIGHTH ST	\$ -	\$ 1,150.95	\$ 1,150.95
206220	070-170-25	10258 POINT REYES CI	\$ -	\$ 1,811.25	\$ 1,811.25
205-2023841	078-290-34	3012 OTTO DR	\$ 363.64	\$ -	\$ 363.64
189592	164-230-15	951 RAYSILVA CI	\$ -	\$ 1,299.35	\$ 1,299.35
254912	124-200-15	9303 MAMMATH PEAK CI	\$ -	\$ 1,503.06	\$ 1,503.06
205-0127083	163-830-41	1809 BELLA LAGO DR	\$ 573.41	\$ -	\$ 573.41
205-2009287	163-740-27	1660 TRUCKEE LN	\$ 1,159.21	\$ -	\$ 1,159.21
205-2026236	166-190-35	3756 DOMINQUE LN	\$ 695.50	\$ -	\$ 695.50
121380	164-290-32	661 VALLARTA CT	\$ -	\$ 1,675.61	\$ 1,675.61
272382	117-390-18	3762 SANGUINETTI LN	\$ -	\$ 1,359.43	\$ 1,359.43
205-2011483	111-381-15	1530 W ALPINE AVE	\$ 795.81	\$ -	\$ 795.81
73718	115-210-47	132 E INGRAM ST	\$ -	\$ 1,146.13	\$ 1,146.13
261830	166-470-31	1817 DOMINION DR	\$ 1,014.00	\$ 1,596.44	\$ 2,610.44
205-2006370	113-270-21	825 W EUCLID AVE	\$ 915.34	\$ -	\$ 915.34
32910	088-054-04	1119 FLEETWOOD WY	\$ -	\$ 1,396.95	\$ 1,396.95
522-8470	081-253-20	105 W BENJAMIN HOLT DR	\$ 1,193.92	\$ -	\$ 1,193.92
244914	168-100-69	4614 WOODHOLLOW AV	\$ 836.91	\$ 2,013.18	\$ 2,850.09
25772	081-190-15	29 MARILYN AV	\$ -	\$ 1,539.49	\$ 1,539.49
192458	163-430-15	1487 RIZAL CT	\$ -	\$ 1,374.43	\$ 1,374.43
205-2012671	163-460-15	1487 RIZAL CT	\$ 874.82	\$ -	\$ 874.82
248922	068-340-08	3561 MAMMOTH CAVE CI	\$ -	\$ 1,106.32	\$ 1,106.32
233006	116-040-26	3977 BRIDLEWOOD CI	\$ -	\$ 1,917.36	\$ 1,917.36
5478	071-310-18	3514 SCHOONER DR	\$ -	\$ 1,856.19	\$ 1,856.19
25692	081-170-17	2 W LORETTA AV	\$ -	\$ 2,758.48	\$ 2,758.48
270852	179-440-43	3816 KIMBALL LN	\$ -	\$ 1,579.05	\$ 1,579.05
205-2019119	108-070-18	1534 SILVER CREEK CIR	\$ 275.99	\$ -	\$ 275.99
205-2011056	133-050-13	2844 MONTE DIABLO AVE	\$ 945.53	\$ -	\$ 945.53
522-11336	157-121-12	1022 BURKETT AVE	\$ 1,108.44	\$ -	\$ 1,108.44
14654	078-100-01	3445 TIMBERLANE DR	\$ -	\$ 1,848.79	\$ 1,848.79
25914	081-222-04	225 SERRANO WY	\$ -	\$ 3,995.40	\$ 3,995.40
256442	166-390-49	1817 ERICKSON CI	\$ 836.91	\$ 1,382.83	\$ 2,219.74
108772	151-076-09	1431 E PARK ST	\$ -	\$ 1,640.83	\$ 1,640.83
78550	119-230-01	2352 YOUNG ST	\$ -	\$ 873.87	\$ 873.87
82258	123-222-34	1471 MIDDLEFIELD AV	\$ -	\$ 1,228.14	\$ 1,228.14
205-2004199	163-740-30	1706 TRUCKEE LN	\$ 959.21	\$ -	\$ 959.21
78542	119-220-40	2164 E CHEROKEE RD	\$ -	\$ 2,018.23	\$ 2,018.23
205-2007698	135-030-14	1601 W HARDING WAY	\$ 1,031.78	\$ -	\$ 1,031.78
28928	081-510-41	7529 INGLEWOOD AV	\$ -	\$ 900.83	\$ 900.83
205-2022334	166-150-34	1929 WILLIAM MOSS BLVD	\$ 357.00	\$ -	\$ 357.00
291764	168-250-08	794 HENRY LONG BL	\$ 790.70	\$ 1,935.62	\$ 2,726.32
92172	135-323-06	1027 W ELM ST	\$ 578.74	\$ 782.44	\$ 1,361.18
28782	081-500-06	7628 PACIFIC AV	\$ -	\$ 8,968.52	\$ 8,968.52
78826	119-270-06	2727 FLORIDA AV	\$ -	\$ 1,381.61	\$ 1,381.61
83994	125-180-30	102 E MARIPOSA AV	\$ -	\$ 552.80	\$ 552.80

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
5392	071-300-13	7404 LIGHTHOUSE DR	\$ -	\$ 1,960.79	\$ 1,960.79
205-2011653	165-360-28	2256 S COMMERCE ST	\$ 915.34	\$ -	\$ 915.34
522-6216	169-076-13	1228 E 7TH ST	\$ 1,159.94	\$ -	\$ 1,159.94
522-9902	169-166-02	2126 PHELPS ST	\$ 1,159.94	\$ -	\$ 1,159.94
522-11597	171-110-12	2133/2135 POCK LN	\$ 2,319.88	\$ -	\$ 2,319.88
522-11611	171-121-15	1950 NIGHTINGALE AVE	\$ 1,159.94	\$ -	\$ 1,159.94
522-7892	173-360-06	3087 JULIET RD	\$ 1,159.94	\$ -	\$ 1,159.94
522-12575	177-190-25	3235 ANNE ST	\$ 1,159.94	\$ -	\$ 1,159.94
130628	169-162-01	2122 AIRPORT WY	\$ -	\$ 2,246.76	\$ 2,246.76
522-9110	169-080-34	1224 E 8TH ST	\$ 1,159.94	\$ -	\$ 1,159.94
522-8502	171-260-04	2529 NIGHTINGALE CT	\$ 1,159.94	\$ -	\$ 1,159.94
522-9678	171-310-18	2651 FLEMONS AVE	\$ 1,159.94	\$ -	\$ 1,159.94
522-12385	171-350-19	2356/2356 LONG ISLAND DR	\$ 2,319.88	\$ -	\$ 2,319.88
16560	078-370-48	3805 STEEDMAN WY	\$ 967.48	\$ 2,342.16	\$ 3,309.64
205-2003068	147-082-14	1320 S VAN BUREN ST	\$ 915.34	\$ -	\$ 915.34
205-2007879	175-260-33	396 HORTON AVE	\$ 915.34	\$ -	\$ 915.34
205-2008309	147-073-15	1218 S HARRISON ST	\$ 1,404.39	\$ -	\$ 1,404.39
205-2011651	163-111-14	914 LEVER BLVD	\$ 1,404.39	\$ -	\$ 1,404.39
205-2011652	165-290-08	2849 S VAN BUREN ST	\$ 1,174.73	\$ -	\$ 1,174.73
97182	139-176-20	518 E FLORA ST	\$ -	\$ 2,975.11	\$ 2,975.11
243914	068-300-06	3627 OAK SHORES DR	\$ -	\$ 1,973.48	\$ 1,973.48
183344	145-230-13	850 W CHURCH ST	\$ -	\$ 7,874.35	\$ 7,874.35
522-12490	177-163-09	3068 VOLNEY ST	\$ 1,159.94	\$ -	\$ 1,159.94
272312	117-390-39	2066 SHADY FOREST WY	\$ -	\$ 1,012.28	\$ 1,012.28
87806	133-050-04	2808 MONTE DIABLO AV	\$ 470.09	\$ 1,393.52	\$ 1,863.61
205-2026741	080-080-02	3012 ADMIRAL DR	\$ 1,014.00	\$ -	\$ 1,014.00
44060	096-200-13	1750 BONAIRE CI	\$ -	\$ 786.99	\$ 786.99
82048	123-211-41	1621 TUXEDO S AV	\$ -	\$ 1,231.93	\$ 1,231.93
7328	072-040-01	2007 CHAPARRAL WY	\$ -	\$ 4,320.37	\$ 4,320.37
122728	163-113-28	2453 S LEVER BL	\$ 436.29	\$ 914.82	\$ 1,351.11
267036	068-370-39	3110 ENGLISH OAK CI	\$ -	\$ 1,590.27	\$ 1,590.27
92602	135-370-21	830 W VINE ST	\$ 915.34	\$ 1,666.88	\$ 2,582.22
82152	123-221-21	1419 ROSELAWN AV	\$ -	\$ 806.58	\$ 806.58
12516	077-160-13	7415 WOODSIDE DR	\$ -	\$ 2,000.27	\$ 2,000.27
205-2010973	137-121-07	1229 N COMMERCE ST	\$ 1,005.14	\$ -	\$ 1,005.14
287914	163-780-07	1611 SILVERSHIRE DR	\$ -	\$ 947.29	\$ 947.29
205-2008680	081-375-11	245 W SWAIN RD	\$ 915.34	\$ -	\$ 915.34
189582	164-230-10	911 RAYSILVA CI	\$ 836.91	\$ 1,766.81	\$ 2,603.72
205-2022217	164-200-02	3327 BUTTRICK LN	\$ 836.91	\$ -	\$ 836.91
205-2013538	133-230-50	2115 MONTE DIABLO AVE	\$ 1,159.21	\$ -	\$ 1,159.21
205-2008869	137-165-13	445 W FLORA ST	\$ 1,159.21	\$ -	\$ 1,159.21
177538	135-223-05	1314 W ACACIA ST	\$ 270.87	\$ 1,135.15	\$ 1,406.02
101878	143-340-05	420 N ORO AV	\$ -	\$ 876.17	\$ 876.17
114958	155-480-20	923 BURKETT AV	\$ -	\$ 1,418.47	\$ 1,418.47
291220	128-440-03	4410 TIAMO WY	\$ -	\$ 1,364.77	\$ 1,364.77
136324	175-150-33	3508 MOURFIELD AV	\$ -	\$ 706.97	\$ 706.97
205-2010987	163-790-15	1704 SILVERSHIRE DR	\$ 266.04	\$ -	\$ 266.04
205-2013018	163-690-19	1614 TERRA VISTA LN	\$ 1,159.21	\$ -	\$ 1,159.21
223972	096-250-41	2630 PRESIDENTE ST	\$ -	\$ 1,514.19	\$ 1,514.19
264882	179-420-49	3842 HOLDREGE WY	\$ -	\$ 793.62	\$ 793.62
10650	072-340-37	1202 BRIARWOOD WY	\$ -	\$ 1,617.84	\$ 1,617.84

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EXHIBIT 1

Location ID	Location Parcel	Location Address	Solid Waste Assessment	Utilities Assessment	Total Assessment
205-2001495	123-300-14	2138 CLIPPER LN	\$ 1,159.21	\$ -	\$ 1,159.21
268470	124-320-24	9054 BARBARESCO CI	\$ -	\$ 840.02	\$ 840.02
49690	100-380-16	6009 CAROLINA CI	\$ 661.38	\$ 1,589.05	\$ 2,250.43
94418	137-102-12	619 W MAGNOLIA ST	\$ 824.20	\$ 1,108.56	\$ 1,932.76
205-2028525	164-330-26	3924 UPTON CT	\$ 700.00	\$ -	\$ 700.00
256420	166-370-54	5001 SHIPWHEEL DR	\$ -	\$ 1,166.22	\$ 1,166.22
310148	066-450-33	6754 OAKUM WY	\$ -	\$ 1,211.03	\$ 1,211.03
221658	164-130-13	3320 ISABELLA LN	\$ -	\$ 1,305.54	\$ 1,305.54
260980	124-160-01	9511 MILAN DR	\$ -	\$ 2,118.18	\$ 2,118.18
183522	147-050-44	628 W WORTH ST	\$ 1,159.21	\$ 1,414.39	\$ 2,573.60
205-2023144	166-090-49	1720 ALCIRA NUNEZ ST	\$ 836.91	\$ -	\$ 836.91
221570	164-120-01	3324 DOHERTY CT	\$ -	\$ 1,559.86	\$ 1,559.86
205-2002971	121-170-08	2701 Bristol Ave	\$ 406.10	\$ -	\$ 406.10
277884	128-290-42	5227 STRAWBERRY WY	\$ -	\$ 1,582.14	\$ 1,582.14
205-2011684	135-243-14	708 N ORANGE ST	\$ 310.82	\$ -	\$ 310.82
44080	096-200-23	1743 BONAIRE CI	\$ -	\$ 1,372.19	\$ 1,372.19
205-2019791	108-170-06	1529 SAN ROCCO CIR	\$ 328.01	\$ -	\$ 328.01
205-2026677	116-560-42	4114 COASTAL COVE LN	\$ 836.91	\$ -	\$ 836.91
205-2011368	133-420-07	1919 W ACACIA ST	\$ 1,159.21	\$ -	\$ 1,159.21
205-2009097	165-240-08	137 W 10TH ST	\$ 473.31	\$ -	\$ 473.31
205-2007890	163-690-75	1741 TERRA VISTA LN	\$ 442.77	\$ -	\$ 442.77
260848	066-250-40	5628 WESTCHESTER CI	\$ -	\$ 2,526.97	\$ 2,526.97
205-2012888	163-630-11	2234 TITLEIST CT	\$ 689.30	\$ -	\$ 689.30
111996	153-206-20	2325 E MAIN ST	\$ -	\$ 1,417.10	\$ 1,417.10
241900	166-230-32	1734 VERNA TEST CT	\$ -	\$ 1,855.63	\$ 1,855.63
32206	082-380-12	7112 KELLEY DR	\$ -	\$ 2,596.25	\$ 2,596.25
241716	070-270-11	1951 ORVIS DR	\$ -	\$ 1,326.89	\$ 1,326.89
205-2014109	116-070-37	3398 WILLOWBROOK CIR	\$ 836.91	\$ -	\$ 836.91
522-1542	117-233-13	1633 SUNNYSIDE AVE	\$ 1,166.06	\$ -	\$ 1,166.06
205-2012477	165-162-06	342 W 7TH ST	\$ 415.34	\$ -	\$ 415.34
205-2011063	163-580-08	2315 VOLPI DR	\$ 273.89	\$ -	\$ 273.89
205-0127409	133-390-13	1827 FIELD AVE	\$ 293.25	\$ -	\$ 293.25
221622	164-130-52	3335 GASWELL LN	\$ -	\$ 1,813.83	\$ 1,813.83
242378	116-430-13	5553 VINTAGE CI	\$ -	\$ 1,511.10	\$ 1,511.10
26120	081-227-06	6726 HEMET AV	\$ -	\$ 1,733.06	\$ 1,733.06
50422	102-080-04	5444/5448 HOLIDAY DR	\$ 1,159.94	\$ 1,416.74	\$ 2,576.68
251882	104-160-37	1110 CLOWES CT	\$ -	\$ 1,222.08	\$ 1,222.08
205-2008612	115-112-16	27 W DOWNS ST	\$ 915.34	\$ -	\$ 915.34
205-2023169	166-090-06	1654 WILLIAM MOSS BLVD	\$ 635.36	\$ -	\$ 635.36
205-2012723	163-720-21	2515 MCCLOUD RIVER RD	\$ 321.92	\$ -	\$ 321.92
123372	163-230-26	1542 S STOCKTON ST	\$ 1,159.21	\$ 1,051.51	\$ 2,210.72
192878	163-504-06	2339 DRY CREEK WY	\$ 959.21	\$ 1,206.40	\$ 2,165.61
		TOTALS	\$ 880,727.61	\$ 2,730,529.42	\$ 3,611,257.03

Public Hearing to Approve a Resolution
Overruling Protest,
Adopting the Delinquent Utility Service
Assessment Report, and
Directing the Assessments be Placed on the
San Joaquin County Treasurer –
Tax Collector's Property Tax Roll

City Council Meeting
July 9, 2024
Item 16.3

Background

- ▶ On March 20, 2018, Council authorized staff (Resolution 2018-03-20-1403) to collect property owner utility delinquencies through liens and assessments on the property tax roll.
- ▶ The process includes three steps:
 - Notice of Violation and Intent to Record a Lien
 - Notice of Charges to be Assessed (Tax Roll)
 - Council Public Hearing
- ▶ The City bills approximately 85,000 customers for utility services.

Notice of Violation and Intent to Record a Lien

- ▶ The City mailed certified and regular letters in Oct 2023 , Dec 2023 and Jan 2024, to the service address and the address provided by San Joaquin County of delinquent property owners
- ▶ Approximately 2,900 owners received a Notice to Lien unless a full payment was received within 30 days
- ▶ Property owners were provided the option to appeal the lien
- ▶ A total of 6 appeals were received from property owners

Notice of Charges to be Assessed (Tax Roll)

- ▶ The City and Solid Waste Haulers mailed certified and regular letters during the last week of May 2024, to the service address and the address provided by San Joaquin County of delinquent property owners
- ▶ 1,797 parcels for utilities and 1,236 parcels for solid waste received a Notice of Charges to be Assessed
 - ▶ Total utilities delinquent charges of \$ 3,404,098
 - ▶ Total solid waste delinquent charge of \$1,040,102
- ▶ Administrative hearing were provided to owners on June 17-18, 2024
- ▶ 24 appellants appeared before the Hearing Officer to present their case

Council Public Hearing Notice

- ▶ Notice of this public hearing was published in The Record on June 25, 2024, and July 2, 2024
- ▶ Customers were informed that the City Council will hear and consider all evidence, testimony and objection through written protest

Summary

► Summary of the lien/tax roll process:

- The City and Solid Waste haulers received payments of \$832,943 that satisfied the requirements to avoid assessment of charges on the property tax roll
- As of June 27, 2024, 2,774 accounts (1,672 City utility accounts and 1,102 solid waste accounts) with a combined balance of \$3,611,257 remain delinquent and will be referred to San Joaquin County for collection on the 2024-2025 property tax roll pending City Council approval
- Staff will account for any payments that come in after this meeting before finalizing the assessment list that is sent to the County

Recommended Action

- ▶ At the conclusion of the Public Hearing, it is recommended Council adopt a Resolution to:
 - Overrule all protests
 - Confirm the unpaid utility and solid waste service charges set forth in the Delinquent Utility and Solid Waste Service Charges, 2024 Assessment Report
 - Adopt the Delinquent Utility and Solid Waste Service Charges, 2024 Assessment Report
 - Direct the assessments to be placed on the San Joaquin County Treasurer - Tax Collector's Property Tax Roll
 - Authorize and direct the City Manager or his designee to execute all documents
 - Authorize the City Manager to take any necessary and appropriate actions to carry out the purpose and intent of the Resolution



City of Stockton

Legislation Text

File #: 24-0680, **Version:** 1

COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

RECOMMENDATION

Information item only. No action required.

**MINUTES
COUNCIL BUDGET/FINANCE/ECONOMIC DEVELOPMENT COMMITTEE
MEETING OF MAY 1, 2024**

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 8:30 AM

Roll Call

Present:

Michael Blower

Kimberly Warmesley

Kevin J Lincoln II

2. PUBLIC COMMENT

Christina Fugazi - council priorities, homelessness, crime

David Midura - Gospel Center Rescue Mission; thanked staff

3. ITEM(S) FOR DISCUSSION

3.1 24-0444 APPROVAL OF MINUTES

Legislation Text

Attachment A - 2024-03-29.pdf

Approve **Motion 2024-05-01-0301** approving the minutes from the Council Budget/Finance/Economic Development Committee meetings of March 29, 2024

Moved by: Michael Blower, seconded by Kimberly Warmesley.

Vote: Motion carried 3-0

Yes: Michael Blower, Kimberly Warmesley, and Kevin J Lincoln II.

3.2 24-0451 UPDATE ON COUNCIL PRIORITY PROJECTS FUNDS

Informational item only. No action taken.

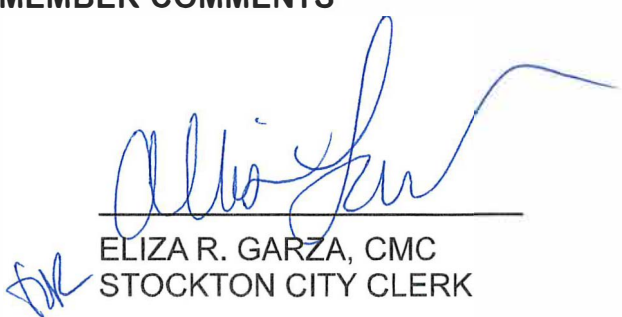
Legislation Text

Attachment A - Approved Resolution 2024-01-23-1501

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

None

5. ADJOURNMENT - 9:32 AM


ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

1886

**MINUTES
MEASURE A CITIZENS' ADVISORY COMMITTEE
MEETING OF OCTOBER 3, 2022**

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

1. CALL TO ORDER/ROLL CALL - 3:30 PM

Roll Call

Present:

Ernesto Gonzalez

Andrea Kosier

Anthony Mannor

Joni Anderson

Absent:

Blair Hake, and Eric Smith.

2. CITIZENS COMMENTS/ANNOUNCEMENTS

Frank Gayaldo - crime in the community; taxes; gap audit

Ned Leiba - Memorandum of Understanding, independent audit (document filed)

Document Filed - Ned Leiba

3. ADOPTION OF COMMITTEE MINUTES

3.1 22-0619 APPROVAL OF COMMITTEE MINUTES

Legislation Text

Attachment A - 2022-04-25 Minutes

Attachment B - 2022-06-06 Minutes

Approve **Motion 2022-10-03-0301** approving the minutes from the Measure A Citizens' Advisory Committee meetings of April 25, 2022 and Jun 6, 2022.

Moved by: Joni Anderson, seconded by Anthony Mannor.

Vote: Motion carried 4-0

Yes: Ernesto Gonzalez, Andrea Kosier, Anthony Mannor, and Joni Anderson.

Absent: Blair Hake, and Eric Smith.

4. ITEMS FOR DISCUSSION

4.5 22-0946 REVISIT RECOMMENDATIONS FOR AUDIT OF FINANCIAL STATEMENTS OF MEASURE A FUNDS

Legislation Text

Approve **Motion 2022-10-03-0405** recommending City Council immediately to adopt a Resolution that the City arrange for a independent auditor who is not affiliated with anyone on the Measure A committee to conduct an audit of the financial statements of Measure A funds, with the financial statements prepared under GAAP (Generally Accepted Accounting Principles), and the audit be conducted under GAAS (Generally Accepted Auditing Standards), and GAS (Government Auditing Standards).

1. That the independent auditor be one other than the current City Auditor or CAFR auditor

2. That the Measure A committee serve along the Council Audit Committee as the committee charged with governance

Moved by: Ernesto Gonzalez, seconded by Joni Anderson.

Vote: Motion carried 4-0

Yes: Ernesto Gonzalez, Andrea Kosier, Anthony Mannor, and Joni Anderson.

Absent: Blair Hake, and Eric Smith.

4.1 22-0867 FISCAL YEAR 2021-22 FOURTH QUARTER UPDATE ON IMPLEMENTATION OF THE MARSHALL PLAN

Informational item only. No action taken.

Legislation Text

Measure A Police Dept. Program Update 10-3-2022

Measure A Office of Violence Prevention Update 10.03.22

4.2 22-0869 REVIEW FISCAL YEAR 2021-22 SECOND AND THIRD QUARTER MEASURES A AND B REVENUES AND EXPENDITURES

Informational item only. No action taken.

Legislation Text

Attachment A - Measures A and B FY 2021-22 2nd Quarter Report.pdf

Attachment B - Measures A and B FY 2021-22 3rd Quarter Report.pdf

Attachment C - Measure A State Quarterly Revenue Report

4.3 22-0870 FISCAL YEAR 2018-19, FISCAL YEAR 2019-20 AND FISCAL YEAR 2020-21 ANNUAL REPORTS UPDATE

Informational item only. No action taken.

Legislation Text

4.4 22-0920 ADVISORY MEASURE B 35% PROCEEDS DISCUSSION

Informational item only. No action taken.

Legislation Text

Attachment A - Community Project Monthly Update FY 2021-22

Attachment B - General Fund Service Enhancements

Update Attachment C - Measure A Mission Critical Projects

4.6 22-0947 FISCAL YEAR 2022-23 MEASURE A COMMITTEE MEETING CALENDAR

Legislation Text

Approve **Motion 2022-10-03-0406** adopting an annual meeting calendar for the fiscal year beginning July 1, 2022.

Moved by: Joni Anderson, seconded by Andrea Kosier.

Vote: Motion carried 4-0

Yes: Ernesto Gonzalez, Andrea Kosier, Anthony Mannor, and Joni Anderson.

Absent: Blair Hake, and Eric Smith.

5. DISCUSSION OF ITEMS FOR THE NEXT AGENDA

Chair Gonzalez - discussion with Ned Leiba on the next agenda

6. BOARD/COMMISSION COMMUNICATIONS, COMMENTS

None

7. ADJOURNMENT - 5:13 PM


AP ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

**MINUTES
MEASURE A CITIZENS' ADVISORY COMMITTEE
MEETING OF NOVEMBER 20, 2023**

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

1. CALL TO ORDER/ROLL CALL - 5:00 PM

Roll Call

Present:

Ernesto Gonzalez

Hank Klor

Destiny Rivas

Anthony Mannor

Absent:

Blair Hake, and Douglas Vigil.

Note: Member Hake arrived to the meeting at 5:05 PM

2. CITIZENS COMMENTS/ANNOUNCEMENTS

None

3. ADOPTION OF COMMITTEE MINUTES

None

4. ITEMS FOR DISCUSSION

4.1 23-1093 REVISIT RECOMMENDATIONS FOR AUDIT OF FINANCIAL STATEMENTS OF MEASURE A FUNDS AND DISCUSS 2023 PERFORMANCE AUDIT

This item was informational only. No action was taken.

Legislation Text

Attachment A - December 6, 2022 Council Staff Report

Attachment B - December 6, 2022 Council Agenda Item 15.3 Presentation

Attachment C - Moss Adams 02-02-2023 Memo

Attachment D - Measure A Performance Audit October 2023

4.2 23-1080 REVIEW OF FINDINGS AND EVIDENCE REGARDING MEASURE A SUNSET EXTENSION

The Measure A Citizens' Advisory Committee reviewed the applicability of the findings and evidence that will be presented to the City Council to extend the sunset of Measure A. No action was taken.

Legislation Text

Attachment A - Recommended Findings Based on Evidence for Measure A Extension

4.3 23-1024 ADVISORY MEASURE B 65%/35% PROCEEDS ALLOCATION

This item was informational only. No action was taken.

Legislation Text

4.4 23-1095 SELECTION OF SUB COMMITTEE FOR DEVELOPMENT OF THE MEASURE A ANNUAL REPORT

Legislation Text

Approve **Motion 2023-11-20-0404** selecting Chair Gonzalez, Vice Chair Mannor and Member Hake to serve on a sub-committee to develop the Measure A Annual Report and discuss potential content for that Annual Report.

Moved by: Anthony Mannor, seconded by Blair Hake.

Vote: Motion carried 5-0

Yes: Ernesto Gonzalez, Blair Hake, Hank Klor, Destiny Rivas, and Anthony Mannor.

Absent: Douglas Vigil.

4.5 23-1078 FISCAL YEAR 2022-23 THIRD AND FOURTH QUARTERS UPDATE AND FISCAL YEAR 2023-24 FIRST QUARTER UPDATE ON IMPLEMENTATION OF THE MARSHALL PLAN

This item was information only. No action was taken.

Legislation Text

Measure A Police Update Q 3 & Q4 2023 and Q1 2024

4.6 23-1094 REVIEW FISCAL YEAR 2022-23 FIRST, SECOND, AND THIRD QUARTER MEASURES A AND B REVENUES AND EXPENDITURES

This item is information only. No action taken.

Legislation Text

Attachment A - Measure A and B FY 2022-23 1st Quarter Report

Attachment B - Measure A and B FY 2022-23 2nd Quarter Report

Attachment C - Measure A and B FY 2022-23 3rd Quarter Report

Attachment D - Measure A CFDTA Quarterly Revenue Report

4.7 23-1092 MEASURE A COMMITTEE MEETING CALENDAR

Legislation Text

Approve **Motion 2023-11-20-0407** adopting an annual meeting calendar for the upcoming year.

Moved by: Hank Klor, seconded by Destiny Rivas.

Vote: Motion carried 5-0

Yes: Ernesto Gonzalez, Blair Hake, Hank Klor, Destiny Rivas, and Anthony Mannor.

Absent: Douglas Vigil.

5. DISCUSSION OF ITEMS FOR THE NEXT AGENDA

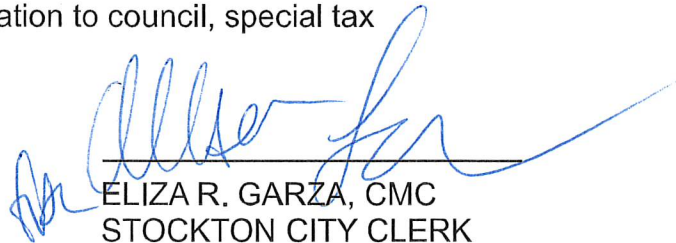
Kimberly Trammel, Chief Financial Officer - Items for the next agenda: performance audit, Annual ACFR; quarterly report; Police Department Report; Office of Violence Prevention Report; Subcommittee report

6. BOARD/COMMISSION COMMUNICATIONS, COMMENTS

Member Hake - recommended members voice there recommendation to council

Chair Gonzalez - recommendation to council, special tax

7. ADJOURNMENT - 6:50 PM



ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

**MINUTES
PLANNING COMMISSION
MEETING OF NOVEMBER 9, 2023**

425 N. El Dorado St. Stockton, CA

1. CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call

Present:

Anne Mallett

Brenda Jones

Rajan Nathaniel

Terry Hull

Absent:

Waqar Rizvi, Greg Thompson, and Gurneel Boparai.

Note: Chair Rizvi's absence was excused

Note: Commissioner Boparai arrived at 5:52 PM

2. PLEDGE TO FLAG

The Pledge of Allegiance was led by Commissioner Hull

3. ADOPTION OF CONSENT CALENDAR

3.1 23-0945 REQUEST FOR A SECOND TIME EXTENSION FOR AN APPROVED TENTATIVE MAP FOR THE ELDERBERRY SENIOR RESIDENTIAL DEVELOPMENT PROJECT (TENTATIVE MAP APPLICATION NO. P23-0257)

Legislation Text

Attachment A - Planning Commission Resolutions

Attachment B - Location Map and Aerial Photography

Attachment C - Approved Resolution 2021-09-23-0301

Attachment D - Approved Tentative Map

Attachment E - Applicant Request

Proposed Resolution - Approval

Approved Resolution 2023-11-09-0301.

Exhibit 1 - Tentative Map

Approve **Resolution 2023-11-09-0301** approving a second one-year time extension of, for the Elderberry Tentative Map.

Moved by: Anne Mallett, seconded by Brenda Jones.

Vote: Motion carried 4-0

Yes: Anne Mallett, Brenda Jones, Rajan Nathaniel , and Terry Hull.

Absent: Waqar Rizvi, Greg Thompson, and Gurneel Boparai.

4. PUBLIC COMMENT

None

5. PUBLIC HEARINGS/ENVIRONMENTAL ASSESSMENTS

5.1 23-0769 REQUEST FOR A GENERAL PLAN AMENDMENT, REZONE, USE PERMIT AND DESIGN REVIEW TO ALLOW THE ESTABLISHMENT OF A CONVENIENCE STORE WITH OFF-SALE OF BEER AND WINE, GENERAL MERCHANDISE, AND A FUELING STATION, WITH A CAR WASH FACILITY, AT 9036 THORNTON ROAD (P23-0083) (APN 072-410-43)

Legislation Text

Attachment A - Aerial, General Plan & Zoning Maps

Attachment B - Site Plan, Floor Plan, and Elevations

Attachment C - Calls for Service

Attachment D - Existing Off-Sale Locations

Resolution Approving - General Plan Amendment

Exhibit 1 - Proposed General Plan Map

Resolution Approving - Rezone

Exhibit 1 - Rezone Ordinance

Exhibit 1a - Proposed Rezone Map

Resolution Denying - Commission Use Permit

Resolution Approving - Design Review

Exhibit 1 - Project Plans

Approved Resolution 2023-11-09-0501-01

Approved Resolution 2023-11-09-0501-02

Council Correspondence - Public Comments

The following persons spoke the following item: David Alverson, Daisy Felix, and Alex

Commissioner Disclosures: Commissioner Mallet

Approve **Resolution 2023-11-09-0501-01** recommending the City Council approve a General Plan Land Use Map Amendment to change approximately 1.48-acres of APN 072-410-43 from Administrative Professional to Commercial and the remaining .62-acres from Administrative Professional to Medium Density Residential

Moved by: Gurneel Boparai, seconded by Terry Hull.

Vote: Motion carried 5-0

Yes: Anne Mallett, Brenda Jones, Gurneel Boparai, Rajan Nathaniel , and Terry Hull.
Absent: Waqar Rizvi, and Greg Thompson.

Approve **Resolution 2023-11-09-0501-02** recommending the City Council approve a Zoning Map Amendment to change approximately 1.48-acres of APN 072-410-43 from Commercial, Office (CO) to Commercial, General (CG) and the remaining .62-acres from Commercial, Office (CO) to Residential, Medium Density (RM); based on the findings and subject to the conditions in the proposed resolution.

Moved by: Gurneel Boparai, seconded by Brenda Jones.

Vote: Motion carried 5-0

Yes: Anne Mallett, Brenda Jones, Gurneel Boparai, Rajan Nathaniel , and Terry Hull.
Absent: Waqar Rizvi, and Greg Thompson.

Approve **Resolution 2023-11-09-0501-03** recommending the City Council approve a Design Review for a store, fueling station, and a car wash facility, at 9036 Thornton Road (P23-0083) (APN 072-410- 43)N 072-410-43); based on the findings and subject to the conditions in the proposed resolution.

Moved by: Gurneel Boparai, seconded by Anne Mallett.

Vote: Motion carried 5-0

Yes: Anne Mallett, Brenda Jones, Gurneel Boparai, Rajan Nathaniel , and Terry Hull.
Absent: Waqar Rizvi, and Greg Thompson.

Approve **Motion 2023-11-09-0501** directing staff to bring back the resolution approving the Use Permit with findings which reflect the discussion on the record, including that the project is crucial for economic development and public convenience as it is necessary for competition and growth and serves an underserved region, is appropriately planned and conditioned to meet traffic demands and services electrical vehicles, and the project provides hot food and beverages for local consumption, and with the following additional conditions: sale of alcohol to be limited to the hours of 6:00 am to 10:00 pm and enforced by programed locking doors, management, and staff; the sale of alcohol to be limited to 20% of the project's square footage; and no single alcoholic beverages sales.

Moved by: Gurneel Boparai, seconded by Anne Mallett.

Vote: Motion carried 4-0

Yes: Anne Mallett, Gurneel Boparai, Rajan Nathaniel , and Terry Hull.
Absent: Brenda Jones, Waqar Rizvi, and Greg Thompson.

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

None

8. REPORTS/COMMUNICATIONS/INFORMATIONAL ITEMS

Michael McDowell, Deputy Director, Planning & Engineering - warehouse ordinance; next meeting date

9. COMMISSIONERS COMMENTS

Commissioner Boparai - America's First Commercialized Direct Air Carbon Capture Facility grand opening

Commissioner Mallet - thanked staff; Happy Thanksgiving

Commissioner Hull - thanked staff; Happy Thanksgiving

10. ADJOURNMENT - 7:08 PM



Michael McDowell
Assistant Director, Community Development
Department

**MINUTES
PLANNING COMMISSION
MEETING OF MARCH 28, 2024**

425 N. El Dorado St. Stockton, CA

1. CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call

Present:

Anne Mallett

Brenda Jones

Waqar Rizvi

Greg Thompson

Terry Hull

Absent:

Gurneel Boparai.

Note: Commissioner Boparai arrived at 5:33 PM

2. PLEDGE TO FLAG

The Pledge of Allegiance was led by Commissioner Rizvi

3. ADOPTION OF CONSENT CALENDAR

None

4. PUBLIC COMMENT

Pat Barrett - South Stockton citizens, warehouse ordinance

Esperanza Vielma - language barrier, spanish translation

5. PUBLIC HEARINGS/ENVIRONMENTAL ASSESSMENTS

5.1 24-0205 REQUEST FOR A TENTATIVE PARCEL MAP TO SUBDIVIDE AN EXISTING PARCEL INTO TWO PARCELS AT 9163 CONNIE AVENUE (P22-0931) (APN 072-450-28)

Legislation Text

Attachment A - Aerial Photo

Attachment B - General Plan Map

Attachment C - Zoning Map

Attachment D - Proposed Tentative Parcel Map

Attachment E - Public Comments

5.1 PPT

Resolution Approving - Tentative Parcel Map

Exhibit 1

Approved Resolution 2024-03-28-0501

Approve **Resolution 2024-03-28-0501** approving a Tentative Parcel Map, subject to conditions.

Finding no further environmental review is necessary from the California Environmental Quality Act (CEQA) as the project is categorically exempt pursuant to CEQA Guidelines Section 15315 (Minor Land Divisions)

Moved by: Waqar Rizvi, seconded by Anne Mallett.

Vote: Motion carried 6-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, Gurneel Boparai, and Terry Hull.

5.2 24-0171 REQUEST FOR A TENTATIVE MAP, AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)

Legislation Text

Attachment A - Aerial Photo

Attachment B - General Plan Map

Attachment C - Zoning Map

Attachment D - Spanos Design Approval

5.2 PPT

Proposed Resolution - Recommending Approval - Commission Use Permit

Exhibit 1 - Tentative Map

Exhibit 2 - Project Plans

Exhibit 3 - Project Architecture

Approved Resolution 2024-03-28-0502

Council Correspondence - Public Comments

The following persons spoke to the item: Mary Elizabeth, and Angie Hynh

Chair Hull - noted receipt of correspondence from Gracie Freeman, Jonathan Pruitt, and Matthew Ellis called for a motion to waive staff reading the correspondence into the record

Approve **Motion 2024-03-28-0502** approving waiving the reading of correspondence into the record

Moved by: Anne Mallett, seconded by Greg Thompson.

Vote: Motion carried 6-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, Gurneel Boparai, and Terry Hull.

Approve Resolution 2024-03-28-0502

1. Finding no further environmental review is necessary from the California Environmental Quality Act (CEQA) as an Environmental Impact Report (EIR 3-87) (SCH #1987032415) was adopted and certified by the City of Stockton for the identified area and are companion documents to the Master Development Plan (MDP 1-00) adopted by City.

2. Adopting a Resolution approving a Tentative Map and Design Review, subject to conditions.

Moved by: Greg Thompson, seconded by Waqar Rizvi.

Vote: Motion carried 6-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, Gurneel Boparai, and Terry Hull.

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

None

8. REPORTS/COMMUNICATIONS/INFORMATIONAL ITEMS

8.1 24-0071 PLANNING COMMISSION INFORMATIONAL ITEM ON PROPOSED AMENDMENTS TO THE RECENTLY ADOPTED INDUSTRIAL WAREHOUSE DEVELOPMENT STANDARDS

Informational item only. No action taken.

Legislation Text

Attachment A- Approved Ordinance 2023-12-12-1602.pdf

Attachment B- Public Comments.pdf

Attachment C- Public Workshop Materials.pdf

8.1 PPT

The following persons spoke to item: Jonathan Pruitt, Mary Elizabeth, Matt Arnez(Document Filed), Trevor Smith, Pandora Crawler, and Jasmin

Document Filed - Matt Arnez

Council Correspondence - Public Comments

9. **COMMISSIONERS COMMENTS**

Commissioner Rizvi - congratulated Chair; thanked city staff

10. **ADJOURNMENT - 8:22 PM**



Michael McDowell
Assistant Director, Community Development
Department

**MINUTES
PLANNING COMMISSION
MEETING OF APRIL 11, 2024**

425 N. El Dorado St. Stockton, CA

1. CALL TO ORDER/ROLL CALL - 5:30 PM

Roll Call

Present:

Anne Mallett
Brenda Jones
Waqar Rizvi
Greg Thompson
Gurneel Boparai
Terry Hull

2. PLEDGE TO FLAG

The Pledge of Allegiance was led by Commissioner Jones

3. ADOPTION OF CONSENT CALENDAR

3.1 24-0361 APPROVAL OF PLANNING COMMISSION MINUTES

Legislation Text

Attachment A - 2023-12-14 Planning Commission Minutes

Attachment B - 2024-01-25 Planning Commission Minutes

Attachment C - 2024-02-08 Planning Commission Minutes

Attachment D - 2024-02-22 Planning Commission Minutes

Approve **Motion 2024-04-11-0301-01** approving the filing of minutes of the December 14, 2023, January 25, 2024, and February 22, 2024 Planning Commission meetings.

Moved by: Gurneel Boparai, seconded by Waqar Rizvi.

Vote: Motion carried 6-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, Gurneel Boparai, and Terry Hull.

Approve **Motion 2024-04-11-0301-02** approving the filing of minutes of the February 8, 2024 Planning Commission meetings.

Moved by: Anne Mallett, seconded by Waqar Rizvi.

Vote: Motion carried 4-0

Yes: Anne Mallett, Waqar Rizvi, Gurneel Boparai, and Terry Hull.

Recuse: Brenda Jones, and Greg Thompson.

4. PUBLIC COMMENT

None

5. PUBLIC HEARINGS/ENVIRONMENTAL ASSESSMENTS

5.1 23-1189 A REQUEST FOR ZONING MAP AMENDMENT FOR 709 NORTH CENTER STREET (APN 137-180-30) (P23-0251)

Attachment A - Vicinity Map

Attachment B - General Plan Map

Attachment C - Zoning Map

Attachment D - Approved Plans (P21-1284)

Attachment E - Rezone Exhibit

Proposed Resolution

Exhibit 1 - Proposed Ordinance

Exhibit 1A - Rezone Exhibit

Approved Resolution 2024-04-11-0501

Legislation Text

Approve Resolution 2024-04-11-0501 recommending the City Council:

1. Finding no further environmental review is necessary for the rezone project pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of Title 14 of the California Code of Regulations

2. Adopting an Ordinance amending the City of Stockton's Zoning Map to rezone 0.81-acres of 709 North Center Street (APN 137-180-30) from Commercial, Neighborhood (CN) to Residential, High Density (RH).

Moved by: Gurneel Boparai, seconded by Waqar Rizvi.

Vote: Motion carried 6-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, Gurneel Boparai, and Terry Hull.

5.2 24-0234 COMMISSION USE PERMIT TO ESTABLISH A CANNABIS RETAIL STOREFRONT IN AN EXISTING INDUSTRIAL BUILDING AT 1137 SOUTH STOCKTON STREET (APN 163-260-45) (APPLICATION NO. P23-0255)

Legislation Text

Attachment A - Location Map

Attachment B - General Plan Land Use Map

Attachment C - Zoning Map

Attachment D - Cannabis Lottery Win Letter

Attachment E - Project Description and Plans

Attachment F - Approved Cannabis Business Locations

Proposed Resolution - Recommending Approval

Exhibit 1 - Project Description and Plans

Approved Resolution 2024-04-11-0502

Commissioner Disclosures: Vice Chair Boparai

Note: Vice Chair Boparai recused himself, left the chamber at 5:43 PM at and returned at 5:57 PM

Approve Resolution 2024-04-11-0502:

1. Finding that the project is categorically exempt from the CEQA, pursuant to CEQA Guidelines Section 15301(a) (Existing Facilities), since the project will occupy an existing industrial building facility and no expansion of use is proposed.

2. Approving a Commission Use Permit to allow the establishment of a proposed cannabis retail storefront business within an existing industrial building, in accordance with the findings and subject to the conditions found in the Proposed Resolution.

Moved by: Greg Thompson, seconded by Anne Mallett.

Vote: Motion carried 5-0

Yes: Anne Mallett, Brenda Jones, Waqar Rizvi, Greg Thompson, and Terry Hull.

Recuse: Gurneel Boparai.

6. NEW BUSINESS

None

7. UNFINISHED BUSINESS

None

8. REPORTS/COMMUNICATIONS/INFORMATIONAL ITEMS

Michael McDowell, Deputy Director, Planning & Engineering - warehouse ordinance; commissioner ipads

9. COMMISSIONERS COMMENTS

Vice Chair Boparai - development code

Chair Hull - thanked city staff

Commissioner Mallet - commended Chair

10. **ADJOURNMENT - 6:01 PM**



Michael McDowell
Assistant Director, Community Development
Department