

**SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT**

7759 SOUTH AIRPORT WAY, STOCKTON, CA 95206

Telephone: (209) 982-4675 Fax: (209) 982-0120

Website: [www.sjmosquito.org](http://www.sjmosquito.org) Email: [district@sjmosquito.org](mailto:district@sjmosquito.org)

**BOARD OF TRUSTEES MEETING**

**Tuesday, April 17, 2018**

**1:00 P.M.**

All proceedings before the Board of Trustees are conducted in English. The District does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the District, please contact the Manager at (209) 982-4675 at least 48 hours prior to the meeting to enable the District to make reasonable arrangements to ensure accessibility.

**1. CALL TO ORDER; ROLL CALL**

- 2. PUBLIC COMMENT PERIOD** – This time is reserved for members of the public to address the Board of Trustees relative to matters within the jurisdiction of the San Joaquin County Mosquito & Vector Control District. No action may be taken on non-agenda items unless authorized by law. Speakers should hold comments on items listed as a Public Hearing until the Hearing is opened. Comments will be limited to five minutes per person.

**3. CONSENT CALENDER**

- a. Minutes of the March 20, 2018 regular meeting of the Board of Trustees
- b. Expenditure and financial reports for March 2018
- c. District activities report for March 2018
- d. Public Information and Outreach Month End report for March 2018
- e. Manager's report
- f. Correspondence

**4. DISCUSSION / ACTION REGARDING LDA PARTNERS PROPOSAL FOR ARCHITECTURAL SERVICES**

**5. COMPENSATION AGREEMENT BETWEEN THE CITY OF STOCKTON AND TAXING ENTITIES**

**6. COMMENTS FROM TRUSTEES AND STAFF ON NON-AGENDA ITEMS**

**7. OTHER BUSINESS; ANNOUNCEMENT OF FUTURE BOARD AND COMMITTEE MEETINGS**

- The next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, May 15, 2018
- Budget committee meeting at 11:30 a.m. Tuesday, May 15, 2018 prior to regular meeting
  - Committee members are: Lambdin (Chair), Fiori, Groen, and Haskin

**8. ADJOURN**

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/13/2018  
**Re:** April 2018 BOT Meeting, Agenda Item 3

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## **3. CONSENT CALENDER**

- a. Draft minutes of the February 20 and March 20, 2018 regular meetings of the Board of Trustees
- b. Expenditure and Financial reports for March 2018
- c. District activities report for March 2018
- d. Public Information & Outreach report for March 2018
- e. Manager's report
- f. Correspondence

The Consent Calendar consists of items that require approval or acceptance but are self-explanatory and generally require no discussion. If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar and discussed separately.

If there are no items that the Board would like to discuss separately, it is recommended that the Board of Trustees approve the Consent Calendar as presented.

Attachments

**SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT  
7759 SOUTH AIRPORT WAY, STOCKTON, CALIFORNIA 95206**

**MINUTES OF THE BOARD OF TRUSTEES MEETING**

**February 20, 2018**

**1. Call to Order**

The regular meeting of the Board of Trustees of the San Joaquin County Mosquito and Vector Control District was held Tuesday, February 20, 2018, at the District's Stockton office. President Colombini called the meeting to order at 1:05p.m.

**Trustees Present:**

Gary Haskin  
Mike Manna  
Glenn Page  
Jay Colombini  
Francis Groen  
Omar Khweiss  
Greg Selna

**Staff Members Present:**

Eddie Lucchesi, Manager  
John Fritz, Assistant Manager  
Jamie Tuggle, Secretary  
Emily Nicholas, Administrative Assistant

**Trustees Absent:**

Greg O'Leary  
Gary Lambdin  
Jack Fiori  
Marc Warmerdam

**Legal Advisor:** Chris Eley, Attorney at Law

**Other:** None

**2. Public Comment Period**

There was no public comment

**3. Consent Calendar**

- a. Minutes of the January 16, 2018 regular meeting of the Board of Trustees
- b. Expenditure and Financial Reports for January 2018.
- c. District activities report for January 2018.
- d. Public Information & Outreach report for January 2018.
- e. Manager's report
- f. Correspondence

Following review and discussion of the Consent Calendar, it was moved by Trustee Groen, seconded by Trustee Khweiss, to approve the Consent Calendar as presented; motion passed unanimously.

**4. Mosquito and Vector Control Association of California (MVCAC).**

**a. Report of MVCAC Annual Conference, January 29-31, 2018.**

Manager Lucchesi informed the Board that his report of the conference was in his manager's report. Trustee Warmerdam was absent and could not present the Board with his report.

**b. MVCAC Annual Conference Presentations from District Staff.**

Manager Lucchesi introduced Dr. Shaoming Huang, the District's Entomologist. Dr. Huang presented the Board with his presentation from the conference. His talk was on a field trial gaging the effectiveness of a pyrethrin aduticide on local mosquitoes. Assistant Entomologist Sumiko De La Vega provided a presentation on the analysis of West Nile virus activity during varying levels of drought conditions in San Joaquin County.

**c. Request for authorization to attend MVCAC Spring Quarterly Meeting, April 26-27, 2018.**

Manager Lucchesi requested authorization for designated staff and interested trustees to attend the upcoming MVCAC Spring meeting scheduled for April 26<sup>th</sup>-27<sup>th</sup>, 2018 in Lake Tahoe, CA. Following review and discussion, it was moved by Trustee Selna, seconded by Trustee Haskin to authorize interested trustees and designated staff to attend the April 26<sup>th</sup>-27<sup>th</sup>, 2018 conference; the motion passed unanimously.

**5. 2017 Annual Statements of Economic Interest Filings (FPPC FORM 700: District Policy 1020).**

Manager Lucchesi and Legal Counsel Eley reviewed with the Board the 2017 Annual Statements of Economic Interests. Following discussion, Trustees Groen, Khweiss, Page, Colombini, Selna, Manna, Haskin, Legal Counsel Eley, and Manager Lucchesi signed and submitted Form 700 for CY 2017. Trustee Warmerdam, O'Leary, Fiori, and Lambdin will be presented the forms at the next regular Board meeting.

**6. Resolution 17/18-05 (DRAFT) of the Board of Trustees directing the preparation of the engineer's report for the Mosquito, Vector, and disease control benefit assessment for fiscal year 2018-2019.**

Manager Lucchesi introduced a draft resolution directing the preparation of the engineer's report for the Mosquito, Vector, and Disease Benefit Assessment for fiscal year 2018-19. Following review and discussion, it was moved by Trustee Groen, seconded by Trustee Selna, to approve resolution 18/19-04 as presented; the motion was unanimously approved.

- 7. Request for authorization to accept proposal for architectural services to modify public entrance to the District's Stockton Office.** Board will consider contract proposal from LDA Partners per scope of work to be performed.

Manager Lucchesi reviewed the proposed plans for improvements to the front entrance of the District's Stockton Office. He presented the proposal for architectural services from Mr. Lesovsky of LDA Partners. The proposal stated it would cost \$33,540.00 for him to have designs and construction plans developed. Trustee Haskin asked what the cost proposal covers. Manager Lucchesi said it would cover more detailed plans and information from an electrical engineer and structural engineer. The Board directed Manager Lucchesi to obtain more detailed information relative to the associated costs of the proposal prior to the Board's authorization. Manager Lucchesi stated he will follow up with LDA Partners regarding the Board's questions.

- 8. Request for authorization to develop an eligibility list for the position of Mosquito Control Technician I, fill the current vacancy for the position of the Vector Ecologist, and to fill the upcoming vacancy of the Mechanic II position.**

Manager Lucchesi informed the Board that there are current vacancies in the Mosquito Control Technician I and Vector Ecologist positions, and an upcoming vacancy in the Mechanic II position that will need to be filled. After review and discussion, it was moved by Trustee Groen and seconded by Trustee Manna to start the process of filling these positions. This motion was unanimously approved.

- 9. Update on District's appeal of the City of Stockton's Planning Commission decision to allow Conditional Use Permit to operate a medical cannabis cultivation facility at 7979 S. Airport Way.**

Manager Lucchesi updated the Board on the District's appeal of the City of Stockton's Planning Commission decision to grant a "Conditional Use Permit" to develop and operate a medical cannabis cultivation facility located next to the District's Stockton Office. Manager Lucchesi received word that the District's appeal would be on the agenda for the City of Stockton's Council meeting scheduled for February 27, 2018. Manager Lucchesi reported he sent letters to the Mayor and Councilmembers regarding the District's concerns of the "Conditional Use Permit". Manager Lucchesi and the Executive Committee also met with Vice Mayor Holman prior to the Board meeting regarding the situation. Legal Advisor Eley stated that although a difficult task, the District should follow through with this process. Manager Lucchesi said he will keep the Board apprised of the outcome of the appeal.

#### **10. Executive Committee Report.**

President Colombini informed the Board that the Executive Committee met to further discuss the Performance Evaluation of the Manager and to discuss a new contract for the Manager. He suggested that they convene in Closed Session to discuss the matter further.

#### **11. CLOSED SESSION (Pursuant to CGC §54957)**

##### **A. Public Employee Performance Evaluation (§54957)**

**Title: Manager**

Prior to convening to closed session, President Colombini announced the reason for the closed session. The Board convened to closed session at 2:40 p.m. and reconvened to open session at 2:50 p.m.

##### **REPORT OF CLOSED SESSION:**

President Colombini called upon Legal Counsel Eley to provide a report of the closed session. Legal Counsel Eley reported that the Board of Trustees had met in closed session to discuss the performance evaluation of the Manager. The Board concluded they were pleased with the Manager's performance thru this evaluation period and postponed any decision on any salary adjustment or new contract until next month when more Board members are anticipated to be in attendance.

#### **12. Comments from Trustees and Staff on non-agenda items.**

None

#### **13. Other Business; Announcement of future Board and Committee meetings.**

- Manager Lucchesi announced the next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, March 20, 2018.

#### **14. Adjournment**

There being no further business, it was moved by Trustee Khweiss, seconded by Trustee Manna to adjourn the meeting at 2:54 p.m.; the motion passed unanimously.

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**MR. GREG SELNA, BOARD SECRETARY**

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**MR. EDDIE LUCCHESI, MANAGER**



**SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT  
7759 SOUTH AIRPORT WAY, STOCKTON, CALIFORNIA 95206**

**MINUTES OF THE BOARD OF TRUSTEES MEETING**

**March 20, 2018**

**1. Call to Order**

The regular meeting of the Board of Trustees of the San Joaquin County Mosquito and Vector Control District was held Tuesday, March 20, 2018, at the District's Stockton office. Vice President Khweiss called the meeting to order at 1:00p.m.

**Trustees Present:**

Gary Haskin  
Jack Fiori  
Glenn Page  
Marc Warmerdam  
Francis Groen  
Omar Khweiss

**Staff Members Present:**

Eddie Lucchesi, Manager  
John Fritz, Assistant Manager  
Jamie Tuggle, Secretary  
Emily Nicholas, Administrative Assistant

**Trustees Absent:**

Greg O'Leary  
Gary Lambdin  
Mike Manna  
Greg Selna  
Jay Colombini

**Legal Advisor:** Chris Eley, Attorney at Law

**Other:** Dane Wadle, CSDA  
Brent Lesvosky, LDA Partners

**2. Public Comment Period**

There was no public comment

**3. Consent Calendar**

- a. Minutes of the February 20, 2018 regular meeting of the Board of Trustees
- b. Expenditure and Financial Reports for February 2018.
- c. District activities report for February 2018.
- d. Public Information & Outreach report for February 2018.
- e. Manager's report
- f. Correspondence

Following review and discussion of the Consent Calendar, it was moved by Trustee Page, seconded by Trustee Fiori, to approve the Consent Calendar, excluding item 3a – Minutes, the motion passed unanimously. Trustee Warmerdam was not present for the February 2018 meeting; therefore, abstaining from approving the February 2018 Minutes, resulting in the lack of a forum to approve the February 2018 BOT meeting minutes. It will again be presented during the April 2018 Board meeting for Board approval with the anticipation of additional Board members present, who were present during the February 2018 Board meeting.

**4. CSDA Field Coordinator presentation: CSDA programs, services and 2018 update.**

Manager Lucchesi introduced Dane Wadle, Public Affairs Field Coordinator with the California Special Districts Association - CSDA. He provided information on the benefits of CSDA membership. He reviewed State legislative bills the CSDA is addressing. One would require special district's to have a website, but there would be exceptions for smaller districts due to demonstrated hardships. He asked for a District letter of support regarding that particular Bill. He reviewed other bills for districts to watch regarding potential changes to current funding mechanisms regarding property taxes. He stated the CSDA opposes any bill that would negatively affect a major source of revenue to a special district's budget. He emphasized that the CSDA is committed to support special districts and works to do what is best for them.

**5. Meeting with Brent Lesovsky regarding LDA Partners proposal for architectural services.**

Manager Lucchesi briefed the Board on the proposed plans for improvements to the front entrance of the District's Stockton Office. He introduced Brent Lesovsky from LDA Partners. Mr. Lesovsky reviewed his original proposal and identified modifications to certain line items that could reduce the overall costs associated with his architectural services. Trustee Haskin shared his concerns regarding ancillary conditions that may exist with the building that could add to the overall cost of the project. Trustee Warmerdam echoed Trustee Haskin's concerns related to potential issues with moving forward on this project. Following review and discussion, the Board directed Manager Lucchesi to look into what other existing conditions may need to be addressed prior to moving forward on this proposed construction project, and to have Legal Counsel Eley check on ADA requirements to insure that the District's compliance.

**6. Report of attendance at the American Mosquito Control Association (AMCA) Annual Conference held February 26-March 2, 2018.**

Vice President Khweiss provided a comprehensive report on his attendance at the AMCA meeting. He highlighted some of the lectures he found interesting. One session was dedicated entirely to the use of drones for surveillance and applications. He added that he was impressed with the District's Entomologist, Dr. Shaoming Huang. He said many industry representatives approached Dr. Huang with questions and shared professional information. He was impressed with the knowledge base of the attendees in this field of work. Trustee Manna was absent from this meeting and could not provide an oral report.

**7. Review/Discussion/Action to accept the 2017 District Annual Report.**

Manager Lucchesi reviewed the draft Annual Report with the Board. Following review and discussion of the draft Annual Report, it was moved by Trustee Warmerdam, seconded by Trustee Fiori, to approve the Annual Report as presented; the motion was unanimously approved.

**8. Report on District's appeal of the City of Stockton's Planning Commission decision to allow Conditional Use Permit to operate a medical cannabis cultivation facility at 7979 S. Airport Way.**

Manager Lucchesi reported on the appeal hearing held on February 27, 2018 during the Stockton City Council meeting. He stated prior to the meeting, he sent letters to the Mayor and Councilmembers regarding the District's concerns of the "Conditional Use Permit". Manager Lucchesi and Legal Advisor Eley provided comments defending the District's appeal to the project, including identified discrepancies and concerns regarding the permit. Each was provided three minutes to address the City Council, though no prior notice was provided regarding a time limit of 3 minutes to present their case. Despite the District's efforts, the appeal was denied on a 5 to 1 vote. Trustee Groen suggested the District keep all of notes and other information gathered so if any future issues arise we would have record of our appeal.

**9. Request for authorization to dispose of surplus District equipment.**

Manager Lucchesi reported that the District had a quantity of property that is considered surplus and available for disposal, the property consists of outdated vehicles and vehicle parts, and other miscellaneous items. Manager Lucchesi recommended that the Board authorize staff to dispose of the property with a local auction company, and that the proceeds from the disposal be deposited in the District's General Fund. Following review and discussion it was moved by Trustee Groen, seconded by Trustee Warmerdam to authorize staff to dispose of

the surplus property as recommended by the Manager; the motion was unanimously approved.

**10. CLOSED SESSION (Pursuant to CGC §54957)**

**A. Public Employee Performance Evaluation (§54957)  
Title: Manager**

Prior to convening to closed session, Vice President Khweiss announced the reason for the closed session. The Board convened to closed session at 2:37p.m. and reconvened to open session at 2:56 p.m.

**REPORT OF CLOSED SESSION:**

Vice President Khweiss called upon Legal Counsel Eley to provide a report of the closed session. Legal Counsel Eley reported that the Board of Trustees had met in closed session to discuss the performance evaluation of the Manager. The Board concluded they were pleased with the Manager's performance thru this evaluation period. He stated there was a motion made to renew a 2 year contract with a 5% salary increase. Trustee Fiori, Haskin, Warmerdam, Groen, Page and Khweiss all approved the motion.

**11. Comments from Trustees and Staff on non-agenda items.**

Manager Lucchesi informed the Board he had received word that the District's FEMA application for reimbursement was denied. Manager Lucchesi plans on appealing the action.

**12. Other Business; Announcement of future Board and Committee meetings.**

- Manager Lucchesi announced the next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, April 17, 2018.

**13. Adjournment**

There being no further business, it was moved by Trustee Fiori, seconded by Trustee Warmerdam to adjourn the meeting at 3:04 p.m.; the motion passed unanimously.

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**MR. GREG SELNA, BOARD SECRETARY**

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**MR. EDDIE LUCCHESI, MANAGER**

# San Joaquin County Mosquito & Vector Control District Budget and Actual Comparison July 2017 through March 2018

|                               | Jul '17 - Mar 18 | Budget        | % of Budget |
|-------------------------------|------------------|---------------|-------------|
| <b>GENERAL REVENUES</b>       |                  |               |             |
| Misc. Revenues                | \$ 447,090.62    | \$ 755,953.00 | 59.14%      |
| Property Tax                  | 2,755,048.01     | 4,823,603.00  | 57.12%      |
| Interest Income               | 67,047.75        | 75,750.00     | 88.51%      |
| Intergovernment Revenues      | 54,914.28        | 94,222.00     | 58.28%      |
| Charges for Services          | 1,663,721.87     | 3,120,831.00  | 53.31%      |
| Total General Revenues        | 4,987,822.53     | 8,870,359.00  | 56.23%      |
| <b>EXPENDITURES</b>           |                  |               |             |
| Salaries                      | 1,795,085.24     | 2,641,991.00  | 67.94%      |
| Employee Benefits             | 1,629,144.50     | 2,429,162.00  | 67.07%      |
| General Services and Supplies | 1,902,397.63     | 3,047,895.00  | 62.42%      |
| Total Expenditures            | 5,326,627.37     | 8,119,048.00  | 65.61%      |
| <b>OTHER EXPENDITURES</b>     |                  |               |             |
| Other Charges                 | 1,065.85         | 35,610.00     | 2.99%       |
| Capital Expenditures          | 155,090.68       | 393,000.00    | 39.46%      |
| Total Other Expenditures      | 156,156.53       | 428,610.00    | 36.43%      |
| NET CHANGE SURPLUS (DEFFICIT) | \$ (494,961.37)  | \$ 322,701.00 |             |

San Joaquin County Mosquito & Vector Control District  
**FUND REPORT**  
**March 2018**

4/10/2018

|   | SJC-55401<br>GEN FUND | SJC-55402<br>BEN ASSESSMENTS | SJC-55411<br>CONTINGENCIES | SJC-55412<br>GEN RESERVE | SJC-55413<br>Comp Absences | ALL FUNDS<br>TOTAL |
|---|-----------------------|------------------------------|----------------------------|--------------------------|----------------------------|--------------------|
| DISTRICT OPERATIONS                                 |                       |                              |                            |                          |                            |                    |
| TOTAL REVENUES                                      | \$ 59,407.97          | \$ 4,976.70                  | \$ -                       | \$ -                     | \$ -                       | \$ 64,384.67       |
| TOTAL EXPENDITURES                                  | \$ 687,253.20         | \$ -                         |                            |                          |                            | \$ 687,253.20      |
| NET CHANGE  | \$ (627,845.23)       | \$ 4,976.70                  | \$ -                       | \$ -                     | \$ -                       | \$ (622,868.53)    |
| REVENUES:   |                       |                              |                            |                          |                            |                    |
| INTEREST INCOME                                     | \$ 0.85               | \$ -                         |                            |                          |                            |                    |
| GENERAL REVENUES, TAXES                             | \$ -                  | \$ -                         |                            |                          |                            |                    |
| CHARGES FOR SERVICES                                | \$ -                  | \$ 4,976.70                  |                            |                          |                            |                    |
| INTERGOV'T REVENUES                                 | \$ -                  | \$ -                         |                            |                          |                            |                    |
| MISC REVENUES                                       | \$ 59,407.12          | \$ -                         |                            |                          |                            |                    |
| TOTAL REVENUES                                      | \$ 59,407.97          | \$ 4,976.70                  | \$ -                       | \$ -                     | \$ -                       | \$ 64,384.67       |
| OTHER FINANCING SOURCES                             |                       |                              |                            |                          |                            |                    |
| TRANSFER IN   | \$ -                  | \$ -                         |                            |                          |                            |                    |
| TRANSFER OUT  | \$ -                  | \$ (398,445.00)              |                            |                          |                            |                    |
| TOTAL OTHER FINANCING SOURCES                       | \$ -                  | \$ (398,445.00)              | \$ -                       | \$ -                     | \$ -                       |                    |
| BEGINNING BALANCE, On deposit w Auditor's, 02/28/18 | \$ 7,263,400.90       | \$ 1,067,278.40              | \$ 1,293,623.00            | \$ 2,409,764.00          | \$ 193,021.00              |                    |
| ENDING BALANCE, On deposit w Auditor's, 03/31/18    | \$ 7,024,142.36       | \$ 673,810.10                | \$ 1,293,623.00            | \$ 2,409,764.00          | \$ 193,021.00              |                    |
| REVOLVING FUND BALANCE, 03/31/18                    | \$ 538,353.87         |                              |                            |                          |                            |                    |
| CALCRD PAYABLE                                      | \$ (171,950.90)       |                              |                            |                          |                            |                    |
| ADJUSTED ENDING BALANCE, 03/31/18                   | \$ 7,390,545.33       | \$ 673,810.10                | \$ 1,293,623.00            | \$ 2,409,764.00          | \$ 193,021.00              | \$ 11,960,763.43   |
| ENDING FUND BALANCE, 03/31/17                       | \$ 6,682,668.69       | \$ 595,360.33                | \$ 1,240,854.00            | \$ 2,129,416.00          | \$ 427,045.90              | \$ 11,075,344.92   |

# San Joaquin County Mosquito & Vector Control District

## Expenses by Vendor Summary

March 2018

|   | Mar 18        |
|---|---------------|
| Adapco  | \$ 164,201.39 |
| Adobe Systems Inc. (Refund)                         | (200.00)      |
| Airgas  | 516.53        |
| Amazon Marketplace                                  | 39.07         |
| AT&T  | 25.92         |
| Auto Industrial Paint Co.                           | 26.29         |
| Battery Bill, Inc                                   | 282.14        |
| Bay Alarm   | 1,032.78      |
| Big Valley Ford                                     | 275.00        |
| BuckMaster Office Solutions                         | 141.44        |
| Business Printing Service                           | 344.44        |
| Ca Dept Tax&Fee Administration (Used Tax)           | 63.00         |
| CA Society of Muni Finance                          | 110.00        |
| CalPERS   | 53,271.16     |
| Capital Rubber Co., Ltd.                            | 492.68        |
| Chevron and Texaco Card Services                    | 1,450.47      |
| City of Lodi  | 440.82        |
| City of Stockton                                    | 198.78        |
| Clutch & Brake Xchange Inc.                         | 57.47         |
| Complete Welders Supply                             | 10.64         |
| Creative Outdoor Environments, Inc.                 | 300.00        |
| Delta Dental  | 4,472.69      |
| Delta Industrial Solutions                          | 295.02        |
| Delta Sound & Telephone                             | 243.95        |
| Dentoni's Truck Parts Srv. (Dntoni Weldin           | 4,325.98      |
| Digital Sign Network LLC                            | 3,700.00      |
| Eley, Christopher K                                 | 2,906.00      |
| Ever Bank   | 273.02        |
| FedEx   | 55.16         |
| Fritz, John (Conference, travel reimbursement)      | 16.29         |
| G&K Services  | 1,014.42      |
| Google Service Apps                                 | 66.66         |
| Grainger  | 82.37         |
| Hajoca Buttes Stock                                 | 0.89          |
| Hopkins, Deanna L (Training, travel reimbursement)  | 26.38         |
| Huang, Shaoming (Conference, travel reimbursement)  | 168.08        |
| Imperial Building Maintenance                       | 767.98        |
| J. Milano Co., Inc.                                 | 318.49        |
| Keith's Trophy Supply, Inc.                         | 79.31         |
| Khweiss, Omar (Conference, travel reimbursement)    | 863.38        |
| Lake Tahoe Resort                                   | 778.68        |
| Leading Edge Associates, Inc.                       | 1,944.00      |
| Life Technologies Corp (Invitrogen)                 | 14,499.90     |
| Lucchesi, F Eddie (Workshop, travel reimbursement)  | 131.89        |
| Manna, Michael (Conference, travel reimbursement)   | 759.63        |
| Misc. Restaurants (Conference, meals)               | 25.69         |
| Modesto PC, First Service Tech                      | 265.55        |
| Nestle Pure Life Direct, Nestle Water               | 170.49        |
| Nicholas, TW Emily (Workshop, travel reimbursement) | 125.35        |
| O'Reilly Auto Parts                                 | 32.69         |
| Office Depot  | 198.78        |
| Pacific Gas&Electric Co.                            | 3,038.38      |
| Pauls Safe Lock & Key                               | 50.00         |
| Raley's   | 44.97         |



**San Joaquin County Mosquito & Vector Control District**  
**Expenses by Vendor Summary**

March 2018

|  | <u>Mar 18</u>               |
|--|-----------------------------|
| Ray Morgan Company                                 | 216.57                      |
| Rexel Electrical DataCom Supplies                  | 89.95                       |
| Sacramento Int'l Airport                           | 50.00                       |
| Safety-Kleen                                       | 553.44                      |
| San Joaquin County Dept of Public Works            | 64.00                       |
| San Joaquin County Information Services Dept.      | 3,159.66                    |
| San Joaquin County Treasurer                       | 5,000.00                    |
| San Joaquin Magazine                               | 525.00                      |
| SECO Plumbing Inc.                                 | 302.00                      |
| Sheraton   | 830.20                      |
| Smart&Final  | 147.17                      |
| Standard Parts                                     | 57.23                       |
| Stericycle Inc.                                    | 204.24                      |
| Stockton Auto Parts                                | 470.94                      |
| Stockton Filter Supply Co., Inc.                   | 290.42                      |
| Stockton Scavengers Association, Inc               | 219.98                      |
| Target Specialty Products                          | 350.34                      |
| Tom Hillier Ford                                   | 95,630.80                   |
| Univar   | 27,476.25                   |
| Unum Life Insurance                                | 2,327.99                    |
| US Postal Service                                  | 88.23                       |
| Utility Telecom                                    | 460.61                      |
| Verizon Wireless                                   | 457.47                      |
| Vision Service Plan CA                             | 705.31                      |
| Warmerdam, Marc (Conference, travel reimbursement) | 168.95                      |
| Wilbur-Ellis                                       | 5,940.75                    |
| <b>TOTAL</b>                                       | <b><u>\$ 410,609.59</u></b> |

**SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**  
**District Activities Report**

**March 2018**

**Work Completed:**

**CONTINUATION OF SWIMMING POOL INSPECTIONS**

The District continues to work with the County Assessor's office and the County GIS department to develop a list of properties with swimming pools that are either in default or full foreclosure. However, due to a software change they have not been able to generate a pool list for the past several months. They are currently working to solve the problem.

**GENERAL FIELD ACTIVITIES**

Field operations completed all necessary cemetery applications in March. These treatments should last the balance of the season but will be monitored throughout the summer to ensure mosquito emergence is not occurring. Zone inspections were conducted off and on throughout the month as weather permitted. In addition to early season sites, such as storm ponds, low areas and rain filled back yard sources, many agricultural drains and ponds were actively breeding. Larvicide application acreage doubled from March. The prominent mosquito found remained in the Culiseta genera, but more Culex species began to be show up in inspections and collections. Next month we should begin to see Aedes sierrensis, the Western Treehole Mosquito, become more active and result in increased service request activity.

The Shop continued to calibrate all of the District's pesticide application equipment from backpack granule applicators to truck mounted ULV sprayers. Shop personnel ensure that calibrations are within a very close margin of the desired rate.

District personnel completed Pesticide Label and Pesticide Applicator Safety Training along with respirator fit tests during the month.

## TOTAL TREATMENT WORK CONDUCTED DURING THE MONTH OF MARCH

### GROUND WORK

239 Acs Larvicided  
.5 Acs Adulticided  
24.5 Acs Herbicided

### AERIAL WORK

0 Acs Larvicided  
0 Acs Adulticided

## SERVICE REQUESTS

27 Mosquitoes

43 Fish Requests

57 Neglected Pools

## WORK SCHEDULED FOR APRIL

- CONTINUE TO INSPECT NEGLECTED SWIMMING POOLS REPORTED FROM THE PUBLIC AND IDENTIFIED ON THE UPDATED LIST OF HOME FORECLOSURES.
- SUPERVISORS BEGIN HERBICIDE CONTACTS.
- CONTINUE TECHNICIAN TRAINING REQUIREMENTS.
- BEGIN FULL ZONE INSPECTIONS AND TREATMENTS.

**PUBLIC INFORMATION & OUTREACH MONTH END REPORT**  
**For month ending March, 2018**

**To: Ed Lucchesi, Manager**

**From: Aaron Devencenzi, PIO**

**Monthly Activities**

- A full page mosquitofish ad was in the March issue of San Joaquin Magazine.
- For the period of March 1, 2018 through March 30, 2018 there were 11,407 visitors to the District's website. The site averaged 380 visitors per day. For the month, there were 15,634 page views with an average of 521 page views per day.
- Educational outreach during the month included five presentations to eight classes. Additional presentations were scheduled for April and May.
- A news release was sent on March 26, "**Heavy Rain and Increasing Temperatures Triggers Mosquito Control Activities.**" The news release was printed on the front page of the Escalon Times. I was interviewed by the Lodi News Sentinel and National Public Radio. Articles were printed in the Tracy Press, Manteca Bulletin, and the Lodi News Sentinel.
- The 2017 Annual Report was approved by the Board with minor changes. The Annual Report was mailed to: 1) all city clerks in San Joaquin County, 2) administrative assistance of the San Joaquin County Board of Supervisors, 3) Senator Galgiani and Assemblymember Eggman, 4) and the SJCMVCD Board. The report was also sent to over 687 recipients through the District's GovDelivery notification system and posted on the District's website, [www.sjmosquito.org](http://www.sjmosquito.org).
- A contract was signed with Digital Sign Network for advertisement on the digital billboard on Hwy 99 and Clark Rd. from April through September. The digital sign on Arch Rd. and Airport Way will run from April through June.
- I worked with the office secretary reviewing posts to the District's website in my absence.
- Work continued on creating an editable employment application for the District website.
- Safety supplies were ordered in preparation for future mosquito control activities.
- Updates were made and broken links repaired for the [sjmosquito.org](http://sjmosquito.org) website.

## MANAGER'S REPORT

For the period March 14, 2018 – April 11, 2018

- I continued to work with Brent Lesovsky, Architect with LDA Partners, and District Legal Counsel Chris Eley, regarding the proposed remodeling project for the entrance and lobby area of the Stockton office. Discussion at the March Board meeting included aspects of the current structure that could impact the project both in scope and costs associated with construction. Chris is looking into ADA requirements for the existing facility and grounds that may have to be addressed prior to construction, or that could become an issue during inspections of the construction project itself. Staff has contacted the local Fire Marshal's office to inspect the facility to confirm that Fire Code compliance is current. I have asked Mr. Lesovsky for a ballpark figure on build out costs and of course a percentage to maintain for contingencies. We would need to know that for budgeting anyway; however, can only be truly determined once we have the final design and engineering work completed for the proposed project. This item will be discussed and reviewed by the Board during the Board meeting. (Agenda Item #4).
- The District Entomologist, Assistant Manager, and I reviewed applications and conducted interviews for the vacant Vector Ecologist position. Of the candidates, five were selected for interviews. Three of the five candidates live in California, one in Massachusetts, and one in Virginia. The two out of state interviews were conducted by phone. At the time of this report, we have narrowed the list down to three candidates, and they just so happened to be the California candidates. Those candidates will be interviewed on Friday, April 13, 2018. In addition, we will be moving forward to fill the Mechanic II position and two Mosquito Control Technician I (MCT I) positions. Regarding the Mechanic II position, this position became vacant on March 30, 2018 with the retirement of David Vana. Mr. Vana was with the District for 23 years. He had a great career and will be missed. Interviews for the Mechanic II and MCT I positions will transpire from April 12 thru April 20, 2018.
- District Entomologist Shaoming Huang, Assistant Entomologist Sumiko De La Vega, and I completed the task of writing manuscripts or extended abstracts for our presentations delivered at the 2018 MVCAC Annual Conference in Monterey. The papers were due on April 2, 2018.
- I started the appeal process of FEMA's determination that the District's application was not eligible for public assistance for reimbursement costs associated with the mosquito control efforts following the January and February 2017 storms. The District received the letter on March 15, 2018 from the California Governor's Office of Emergency Services (Cal OES), where it is stated "FEMA determined PW 135 (Project Worksheet) is not eligible for Public Assistance funding because emergency protective measures utilized must mitigate an immediate threat." It further stated that "emergency protective measures must eliminate or lessen an immediate threat to the lives, public health, or safety." Obviously, they are referring health threats at the time or soon after the event. As stated previously to the Board and to Cal OES, and FEMA, mosquito control is a different agency as compared to those conducting emergency response, or repairs. The remnants left following the results of the heavy rain fall and sudden releases of area reservoirs would be the cause for intensive mosquito control efforts two to three months following the storm events. When this was described to Cal OES, their representative stated they understood, and that mosquito control will be taken care of. Based on that statement, the support of the local FEMA representative, and the mounds of supportive documentation provided by the District, we plan on appealing this decision. I will keep the Board apprised as more information becomes available. The appeal by the District is to be submitted by May 9, 2018 in care of Cal OES.
- The three surplus vehicles the Board authorized for disposal at the March 2018 Board meeting, will be offered through a local auctioneer, Mulrooney Auction Company, on May 19, 2018 in Stockton. The location is 3041 W Hwy 4, just south of the City of Stockton Sewer Plant.

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/13/2018  
**Re:** April 2018 BOT Meeting, Agenda Item 3f

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**3f Correspondence Information – Current Events**

1. District News Release – March 26, 2018
2. Escalon Times
3. Manteca Bulletin

Attachments

# News Release



For Immediate Release  
March 26, 2018  
NR18-01

Aaron Devencenzi  
Public Information Officer  
Office: (209) 982-4675

ED LUCCHESI  
MANAGER  
BOARD OF TRUSTEES

JAY COLOMBINI  
PRESIDENT  
SAN JOAQUIN COUNTY

OMAR KHWEISS  
VICE PRESIDENT  
CITY OF LATHROP

GREG SELNA  
SECRETARY  
CITY OF TRACY

JACK V. FIORI  
CITY OF LODI

FRANCIS GROEN  
CITY OF RIPON

GARY HASKIN  
CITY OF ESCALON

GARY LAMBDIN  
CITY OF STOCKTON

MICHAEL MANNA  
SAN JOAQUIN COUNTY

GREGORY O'LEARY  
SAN JOAQUIN COUNTY

GLENN PAGE  
CITY OF MANTECA

MARC WARMERDAM  
SAN JOAQUIN COUNTY

LEGAL ADVISOR  
CHRISTOPHER K. ELEY

## HEAVY RAIN AND INCREASING TEMPERATURES TRIGGERS MOSQUITO CONTROL ACTIVITY

(STOCKTON, CA) – San Joaquin County Mosquito and Vector Control District (District) is responding to the surge of recent storms and predicted warm temperatures. “District mosquito control personnel will be increasing surveillance and mosquito control activities on public and private land,” said Aaron Devencenzi, Public Information Officer with the District. “Early mosquito population suppression is critical to reducing the risk of mosquito-borne disease later in the year”, said Devencenzi.

People can help by doing simple actions like removing standing water from outdoor buckets and containers along with repairing leaking faucets and broken sprinklers to reduce mosquito development. Properly dispose of old tires or keep them in a dry area. Often forgotten, rain gutters clogged with leaves hold water and need to be cleaned. If you or your neighbor has a neglected swimming pool, call the District for mosquito prevention help.

The Districts mosquito control activities include: making recommendations to property owners on methods to reduce mosquito breeding conditions; educating the public on mosquito prevention techniques, including the use of repellents; introducing mosquitofish to ponds, ditches, and other aquatic sites; and spraying areas where mosquitoes are found.

To learn more about mosquito and vector control activities in San Joaquin County go to the District's website at [www.sjmosquito.org](http://www.sjmosquito.org). To request District service, call 209.982.4675, 1.800.300.4675 or visit [www.sjmosquito.org](http://www.sjmosquito.org)

The San Joaquin County Mosquito and Vector Control District provides services to the residents and visitors of San Joaquin County, as well as the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy. The District is responsible for mosquito and vector control, surveillance of West Nile virus and other vector-borne diseases, as well as public education programs to help residents protect themselves from disease. The District advocates safe, effective and environmentally friendly methods of mosquito and vector control.

####



inside, we called for an engine from Colleen engine from Stanlindated." fire apparently had been burning for hours, said

A county fire investigator was called to the scene and Mello said it appeared that the fire was electrical in nature, as there was damage to wiring.

► FIRE CREWS Page A6

The public hearing will include time for residents to ask questions or voice concerns about the proposed fees.

Also at the March 19 session, there were first readings of pro-

April 2 as well, with a second reading and adoption of the truck route and parking changes.

Council meetings are regularly held the first and third Mondays at 7 p.m. in the City Council Chambers at 2060 McHenry Ave.

## Claims Old Girl

Alton has a stop sign; Lone Tree does not one at that intersection.

As a result of the collision, the Tahoe was headed northbound, where it collided with a 100-foot power pole and knocked down multiple power lines. The vehicle came to rest on its right side in a grass field north of the pole.

The Dakota continued into a grass field to the north of Lone Tree Road and came to rest on its right side.

The driver of the Dakota was not wearing a seatbelt and was transported to San Joaquin General Hospital with major injuries. The driver of the Tahoe was not wearing a seatbelt and was also taken to San Joaquin General

► CRASH Page A6

## District Gearing Up For Mosquito Control

San Joaquin County Mosquito and Vector Control District is responding to the surge of recent storms and predicted warm temperatures.

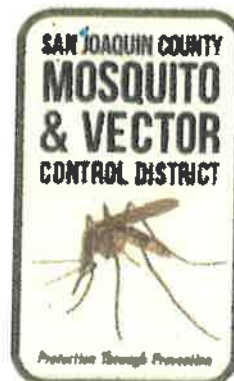
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erly dispose of old tires or keep them in a dry area. Often forgotten, rain gutters clogged with leaves hold water and need to be cleaned, said officials. If you or your neighbor has a neglected swimming pool, call the District for mosquito prevention help.

The District's mosquito control activi-

► MOSQUITO Page A6



## PUTTING THE GOAL



In an effort to stop the shot, alumni goalie Luis Mendes was beaten on by Guillermo Alvarez, who led California in scoring during the past high school season. It was the only goal of the first half, but the current Cougars alumni squad, 6-1, by the end of the evening in the inaugural alumni soccer classic. See story, additional photos in Sports, Page A10.

MARG JACKSON/THE TIMES

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## **Rain + warm weather = more mosquitoes than usual coming**

March 27, 2018

Extensive March rains and temperatures climbing to 80 degrees by Saturday means things can really "bite" in the coming weeks.

San Joaquin County Mosquito and Vector Control District is warning that it's the perfect combination to unleash mosquitoes in greater numbers than have been seen in years for spring.

"District mosquito control personnel will be increasing surveillance and mosquito control activities on public and private land," said Aaron Devencenzi, Public Information Officer with the District. "Early mosquito population suppression is critical to reducing the risk of mosquito-borne disease later in the year."

People can help by doing simple actions like removing standing water from outdoor buckets and containers along with repairing leaking faucets and broken sprinklers to reduce mosquito development. Properly dispose of old tires or keep them in a dry area.

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# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/13/2018  
**Re:** April 2018 BOT meeting; Agenda Item 4

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## **4. DISCUSSION / ACTION REGARDING LDA PARTNERS PROPOSAL FOR ARCHITECTUAL SERVICES**

The Board of Trustees, at their March 2018 regular meeting, discussed the proposal from LDA Partners to provide architectural services to design and engineer improvements to the front lobby of the District's Stockton office.

In response to the Board's questions regarding details within LDA Partner's proposal, Brent Lesovsky of LDA Partners, provided follow up information relative to costs associated with his initial proposal for architectural / engineering services to modify and enhance security to the entrance of the Stockton office building. Mr. Lesovsky reviewed possible fee reductions within his initial proposal that could reduce the original proposed fee by approximately \$5,000. The original proposed fee was \$33,540.

Following Mr. Lesovsky's presentation, members of the Board asked questions relative to ADA requirements, fire code, and structural issues that may not be known until the project is initiated. Some of these potential issues could potentially increase the costs associated with the construction project. Following discussion, the Board directed the Manager and District Legal Counsel to review potential issues that could arise when pursuing this project.

I have kept Mr. Lesovsky apprised of the District's actions relative to the Board's directives and let him know we hope to have something firmed up by this Board meeting. Legal counsel Eley and I will provide updated information relative to the Trustees concerns.

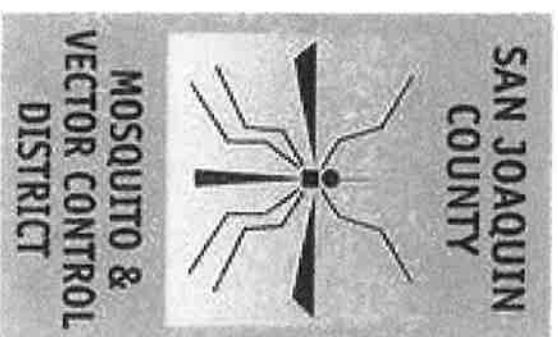
Following discussion, the Board will direct staff on how to proceed with further development of this proposed project.

This item requires Board action.

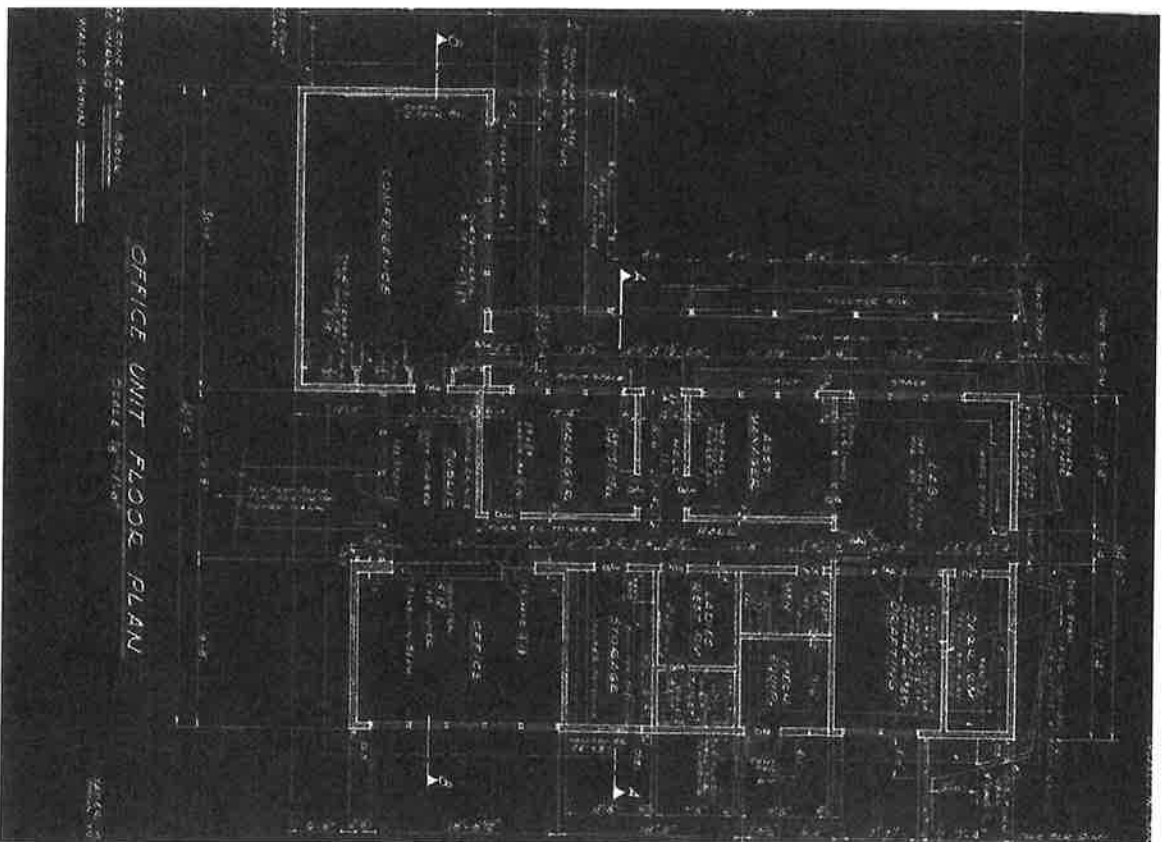
Attachment

# LDA Partners

DESIGNERS & ARCHITECTS



Sept 1957 Floor Plan  
 Architect:  
 Frank Mayo

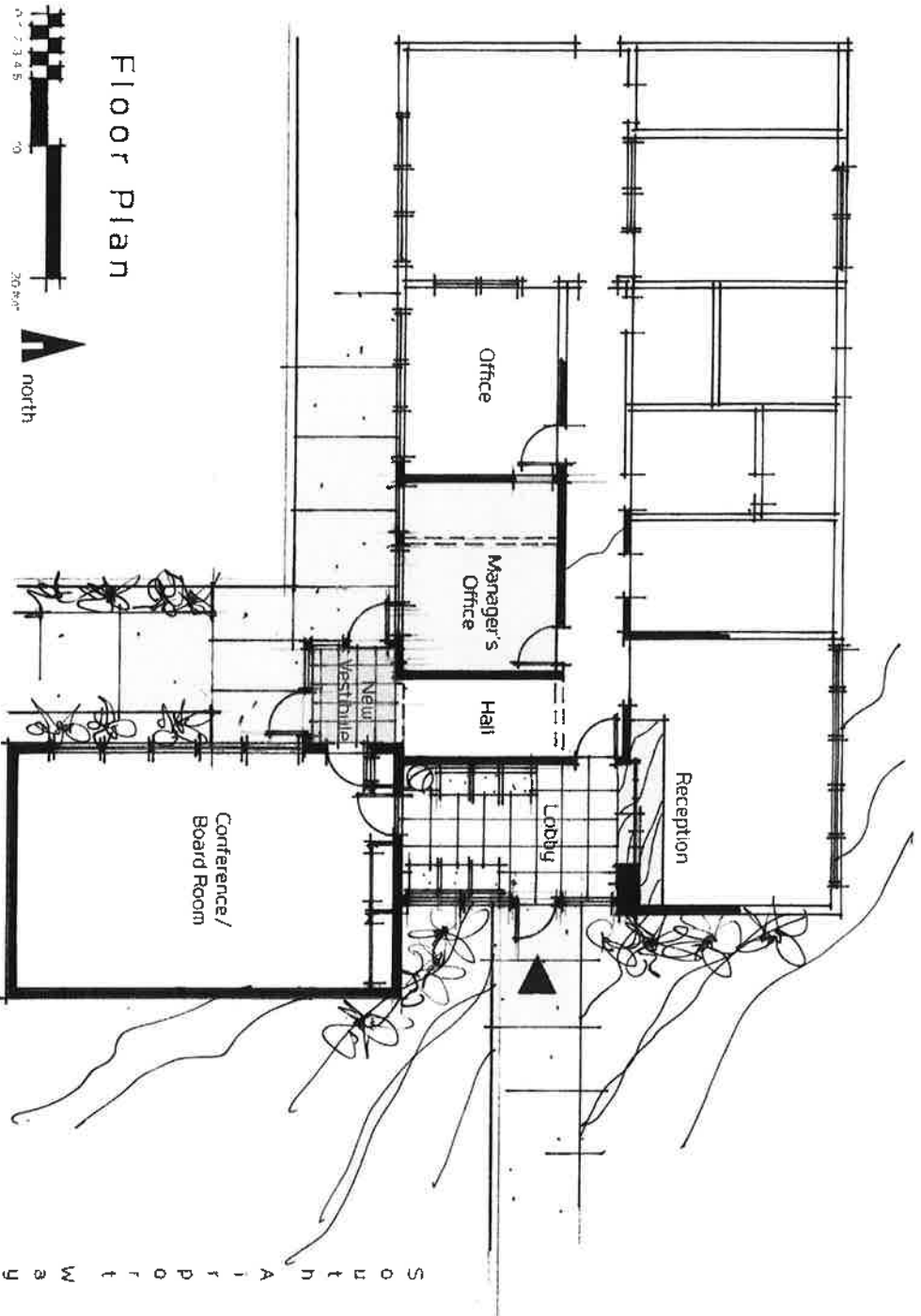


# Understanding the Project

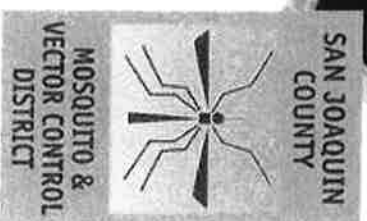
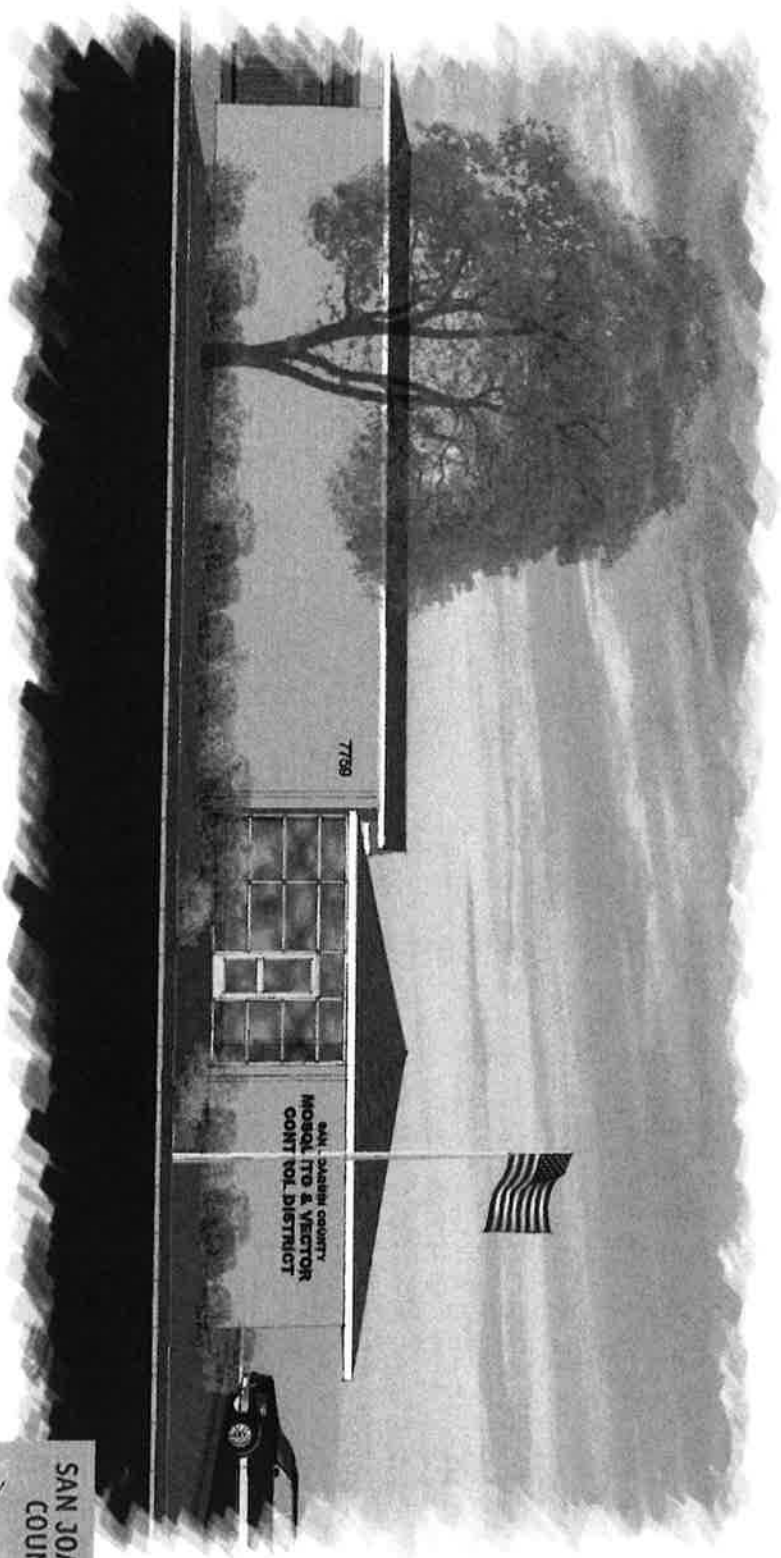
## Defined Goals

- Improve security at the public counter.
- Improve security at entrance door.
- Access Board/Conference Room without going through the lobby.
- Expand Lobby area.
- "Refresh" finishes in the lobby.

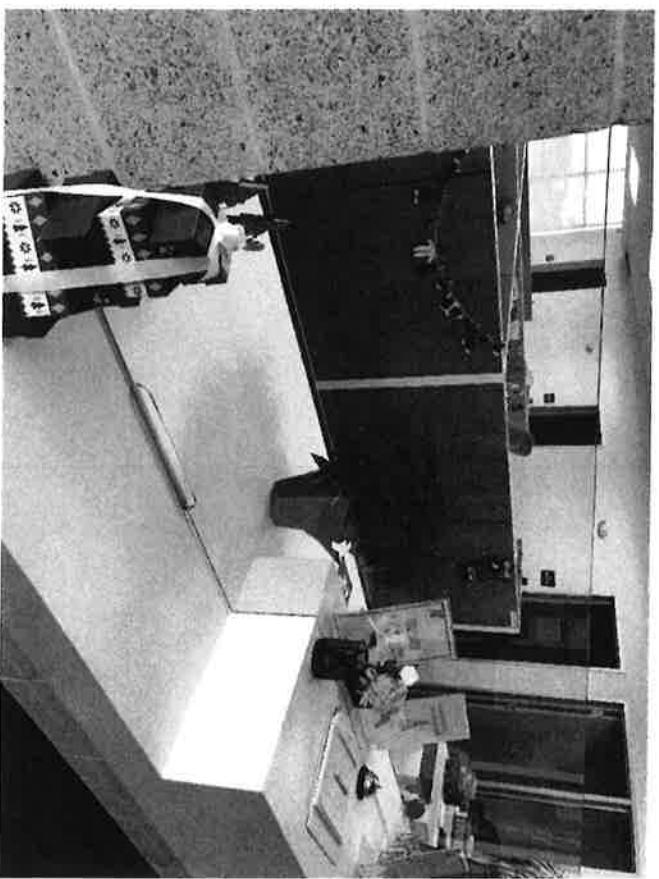
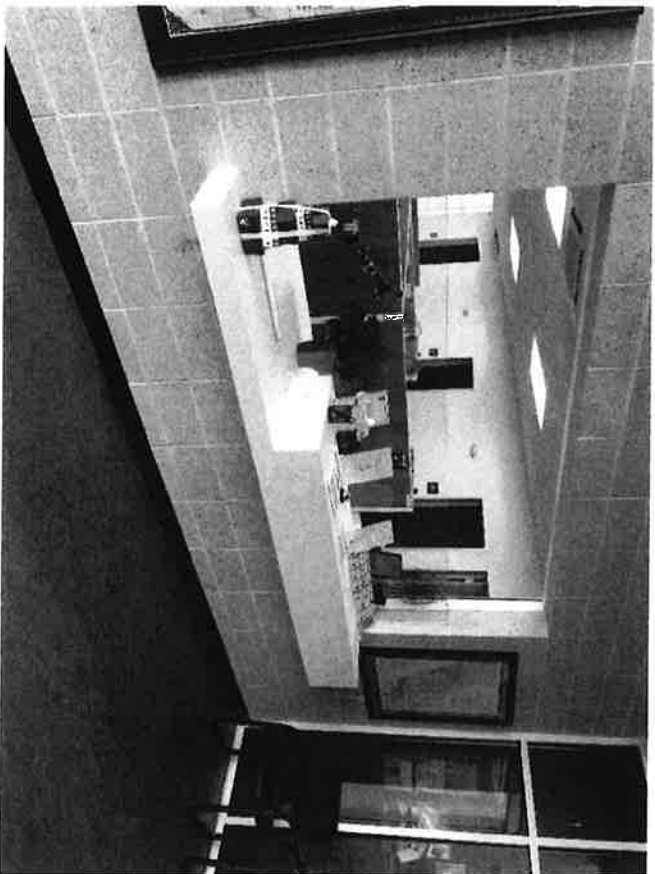
# Floor Plan Proposed Remodel



# East Street Elevation South Airport Way



# Reception Counter Case Study





# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/11/2018  
**Re:** April 2018 BOT Meeting, Agenda Item 5

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## **5. COMPENSATION AGREEMENT BETWEEN THE CITY OF STOCKTON AND TAXING ENTITIES**

At the September 2017 BOT meeting, we received a visit from Mr. Micah Runner, Director of the Economic Development Department for the city of Stockton. Mr. Runner summarized the procedures in the compensation agreement for former development agency properties transferred to the city of Stockton.

Per the State Health and Safety Code Section 34191.5, the Successor Agency was to develop a long range plan that addresses disposition of real property formerly owned by the Redevelopment Agency. The city of Stockton received six properties from the Successor Agency. The Stockton Successor Agency Oversight Board, that includes District Trustee Gary Lambdin as one of seven members on the Board, authorized the development and execution of compensation agreements as required by the Health and Safety Code.

The Executed copies of the Compensation Agreement between the City of Stockton and the District are included in the attached packet. As you may recall, President Colombini signed the agreement on behalf of the District during the September 2018 BOT meeting.

The agreement states that net proceeds from the sale of those properties will be distributed in accordance with each taxing entity's proportionate share of the property tax base

This item is for information only.

Attachments

**MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION**

(City of Stockton)

This Master Agreement for Taxing Entity Compensation (this "**Agreement**"), is entered into on January 23, 2018, by and among the following public agencies (all of which are collectively referred to herein as the "**Parties**" and as the "**Taxing Entities**," Attachment A):

City of Stockton, a municipal corporation ("**City**")  
 County of San Joaquin, a political subdivision of the State of California ("**County**")  
~~Stockton Unified School District~~  
~~San Joaquin Delta College~~  
~~County Office of Education~~  
 San Joaquin County Flood Control  
 San Joaquin County Flood Control Zone 9  
~~San Joaquin County Mosquito and Vector Control District~~  
~~Stockton East Water District~~  
~~San Joaquin Regional Transit District~~  
~~Education Revenue Augmentation Fund~~

**RECITALS**

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Stockton ("**Redevelopment Agency**") was dissolved, and pursuant to Health & Safety Code Section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the "**Successor Agency**").

B. Pursuant to Health & Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("**LRPMP**") that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On December 16, 2015, the LRPMP was approved by Resolution of the Stockton Successor Agency Oversight Board (the "**Oversight Board**"), a seven-member board established pursuant to Health & Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, the Mayor of the City, the Superintendent, the Chancellor of the California Community Colleges, and the San Joaquin County Mosquito and Vector Control District. The Oversight Board authorized the Executive Director to develop and execute any compensation agreements as may be required pursuant to Health & Safety Code Section 34180 (f).

D. On December 29, 2015, the State Department of Finance ("**DOF**") approved the LRPMP.

E. On October 18, 2016, by Resolution 2016-10-18-1203, the Stockton City Council authorized the acceptance of the future development properties and authorized the City Manager to develop and execute any compensation agreements as may be required pursuant to Health & Safety Code Section 34180 (f).

NOW THEREFORE, the Parties agree as follows.

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of

this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the base property tax ("**Base Property Tax**"), Attachment B, for property located within the Waterfront Merger, South Stockton Merged, North Stockton, and Midtown Redevelopment Project Areas (the "**Project Areas**") formerly administered by the Redevelopment Agency.

2. Effectiveness of Agreement. This Agreement shall become effective on the date set forth in the opening paragraph of this Agreement

3. Special Districts and Funds. The governing boards of certain Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Base Property Tax, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

3.1. County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County of San Joaquin – County General (Fund # 10001)  
San Joaquin County Flood Control (Fund # 21101)  
San Joaquin County Flood Control Zone 9 (Fund # 21113)

3.2. County Office of Education Funds. The County Office of Education administers the following funds, and in addition to entering into this Agreement for itself, the County Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County Office of Education (Fund # 68001)  
Educational Revenue Augmentation Fund (Fund # 81118)

4. Parcels to be Conveyed for Development Consistent with Plans. The LRPMP provides that pursuant to Health and Safety Code Section 34191.5(c)(2), six properties or sites, comprised of 33 parcels formerly owned by the Redevelopment Agency would be transferred by the Successor Agency to the City for disposition consistent with the Redevelopment Plans adopted for the Project Areas, the Implementation Plans adopted in connection with the Redevelopment Plans, the Downtown Stockton Strategic Action Plan that addresses development in the Downtown area, or the City of Stockton General Plan (all of the foregoing, collectively, the "**Plans**"). These 33 parcels (individually a "**Parcel**" and collectively, the "**Properties**") are more fully described in Attachment C.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of any of the Parcels, the City will remit the Net Unrestricted Proceeds to the San Joaquin County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Base Property Tax. "**Net Unrestricted Proceeds**" shall mean the proceeds of sale received by the City for the sale of any Parcel, less: (i) costs incurred by City beginning on the date the Parcel was accepted from the Successor Agency for expenses incurred in connection with the management and disposition of the Parcel, including without limitation, costs incurred for commercially-reasonable property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing

costs, survey, title insurance, attorneys' fees, and reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Parcel, ("Allowable Costs"), but at no time shall the Allowable Costs exceed actual twenty percent (20%) of the gross sale price of the Parcel and, (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Parcel. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

5.1. Distribution of Disposition Proceeds. Within thirty (30) days after receiving the final distribution of the proceeds of the sale of each property, the City shall remit the Net Unrestricted Proceeds for the Property to the Auditor-Controller for distribution by the Auditor- Controller among the Taxing Entities in proportion to their shares of the Base Property Tax as determined by the Auditor- Controller pursuant to Health & Safety Code Section 34188.

5.2. Accounting Requirements. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds. The City shall keep complete, accurate and appropriate books and records of its calculation of the Net Unrestricted Proceeds with respect to each Property. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of the City, but only to the extent necessary for a determination of Net Unrestricted Proceeds.

6. Sale Procedures and Proceeds. The Parties acknowledge that City is obligated to convey each Parcel comprising the Property for development consistent with the Plans. The Parties further acknowledge that consistent with Government Code Section 52201, prior to the disposition of the Property or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease. The City anticipates that the disposition price for a Parcel may be minimal when remediation costs, the costs required for necessary public improvements and infrastructure, and other development constraints are taken into account.

7. Compensation Agreement. Health & Safety Code Section 34191.3 provides that once an LRPMP has been approved by DOF, the LRPMP supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property assets. Nonetheless, in compliance with a directive from DOF, with Oversight Board consent, the Successor Agency amended the LRPMP to provide that the City of Stockton will enter into an agreement with the taxing entities that addresses disposition of 33 Parcels to be conveyed to the City for non-governmental use pursuant to the LRPMP. Notwithstanding the foregoing, this section of this Agreement will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements, and in such event, the City will be permitted to dispose of the Property even if this Agreement has not been executed by all Taxing Entities. Notwithstanding the foregoing, the City agrees that it will comply with the provisions of the LRPMP that require payment of the Net Unrestricted Proceeds to the Taxing Entities.

8. Miscellaneous Provisions.

8.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on Attachment A or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4 Entire Agreement. This Agreement, including Attachments A, B, and C attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

8.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.7 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as

partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Eastern District Federal Court – Sacramento, California.

*SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

ATTEST:

CLERK OF THE CITY OF STOCKTON

By

Carmel Smith



For Execution  
Required

CITY OF STOCKTON, a municipal corporation

By:

[Signature]

Print Name: Laurie Montes

Title: Deputy City Manager

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By:

Robert V. Elliott 1/26/2018

Print Name: Robert V. Elliott

Title: Board of Supervisors, Chair



STOCKTON UNIFIED SCHOOL DISTRICT

By:

Print Name:

Title:

SAN JOAQUIN DELTA COLLEGE

By:

Print Name:

Title:

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED AS TO FORM AND CONTENT

By

[Signature]  
Assistant City Attorney

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For Execution  
Required

COUNTY OFFICE OF EDUCATION

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN COUNTY MOSQUITO AND  
VECTOR CONTROL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKTON EAST WATER DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



ATTACHMENT A

ADDRESSES FOR NOTICE PURPOSES

| <u>FUND</u> | <u>TAXING DISTRICT</u>  | <u>FUND</u> | <u>TAXING DISTRICT</u>   |
|-------------|---|-------------|--|
| 10001       | COUNTY GENERAL<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br>(209) 468-3203  | 55401       | SAN JOAQUIN COUNTY MOSQUITO<br>AND VECTOR CONTROL DISTRICT<br>Ed Lucchesi, Manager<br>7759 S. Airport Way<br>Stockton, CA 95206<br>(209) 982-4675                        |
| 67001       | STOCKTON UNIFIED SCHOOL DISTRICT<br>701 N. Madison Street<br>Stockton, CA 95202   | 46070       | STOCKTON EAST WATER DISTRICT<br>Scot A. Moody, General Manager<br>PO Box 5157<br>Stockton, CA 95205<br>6767 E. Main Street<br>Stockton, CA 95215<br>(209) 948-0333       |
| 68901       | SAN JOAQUIN DELTA COLLEGE<br>Jeff Menge, Vice President of Administrative<br>Services<br>5151 Pacific Avenue<br>Stockton, CA 95207<br>(209) 954-5022  | 55901       | SAN JOAQUIN REGIONAL TRANSIT<br>DISTRICT<br>Donna DeMartino, General Manager<br>421 E. Weber Avenue<br>Stockton, CA 95202<br>(209) 943-1111                              |
| 68001       | COUNTY OFFICE OF EDUCATION<br>Scott Anderson, Deputy Superintendent -<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807  | 81118       | EDUCATIONAL REVENUE<br>AUGMENTATION FUND<br>Scott Anderson, Deputy Superintendent<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807 |
| 21101       | SAN JOAQUIN COUNTY FLOOD CONTROL  | 81144       | CITY OF STOCKTON   |
| 21113       | SAN JOAQUIN COUNTY FLOOD<br>CONTROL ZONE 9<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br><br>Cc: Kris Balaji, Director of Public Works<br>1810 E. Hazelton Avenue<br>Stockton, CA 95205<br>(209) 468-3100<br>kbalaji@sjgov.org |             | Kurt Wilson, City Manager<br>425 N. El Dorado Street<br>Stockton, CA 95202   |

ATTACHMENT B

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

COUNTY OF SAN JOAQUIN  
AUDITOR-CONTROLLER  
WEIGHTED AVERAGE TAX INCREMENT FACTOR  
FISCAL YEAR 2016-2017

| FUND  | TAXING DISTRICT                         | WEIGHTED<br>AVERAGE<br>ATIF |
|-------|---|-----------------------------|
| 10001 | COUNTY GENERAL                          | 20.47%                      |
| 67501 | HOLT ELEMENTARY SCHOOL                  | 0.00%                       |
| 63001 | LINCOLN UNIFIED SCHOOLS                 | 1.37%                       |
| 67001 | STOCKTON UNIFIED SCHOOLS                | 23.75%                      |
| 64001 | LODI UNIFIED SCHOOLS                    | 2.95%                       |
| 67501 | TRACY UNIFIED SCHOOLS                   | 0.00%                       |
| 68901 | S.J. DELTA COMM COLLEGE                 | 3.66%                       |
| 68001 | COUNTY OFFICE OF EDUCATION              | 1.12%                       |
| 21101 | SJC FLOOD CONTROL                       | 0.16%                       |
| 21113 | SJC FLOOD CTRL-ZN NO. 9                 | 0.31%                       |
| 22001 | ASH STREET LIGHTING                     | 0.00%                       |
| 22010 | MARIPOSA HEIGHTS LIGHTING               | 0.00%                       |
| 23401 | LINCOLN VILL LIGHT WTR & SWR MNT        | 0.00%                       |
| 55401 | SJC MOSQUITO ABATEMENT                  | 0.74%                       |
| 50201 | RECL.DISTR. #404                        | 0.03%                       |
| 51101 | RECL.DISTR. #1608                       | 0.03%                       |
| 51201 | RECL.DISTR. #1614                       | 0.01%                       |
| 46070 | STOCKTON EAST WATER DISTRICT            | 0.30%                       |
| 46501 | WOODBIDGE IRRIGATION                    | 0.00%                       |
| 55901 | S J REGIONAL TRANSIT DISTRICT           | 0.49%                       |
| 81144 | CITY OF STOCKTON                        | 17.25%                      |
|       | ERAF - EDUCATIONAL REVENUE AUGMENTATION |                             |
| 81118 | FUND                                    | <u>27.35%</u>               |
|       | Total                                   | 100.00%*                    |

*\*Additional districts listed because all tax rate areas of all Stockton projects are included in the percentage calculation.*

### ATTACHMENT C

#### LIST OF PROPERTIES TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY, AND RETAINED FOR FUTURE DEVELOPMENT

*Transfers approved on the Long-Range Property Management Plan*

| Site No. | Name / Description                               | Address   | Parcel Number(s)  |
|----------|--|---|---|
| 1        | Van Buren, Washington, Market, Madison, & Monroe | 110 South Lincoln Street<br>109 South Van Buren Street<br>120, 126 South Lincoln Street<br>401 West Washington Street<br>102 South Lincoln Street<br>348, 338, 326, 318 West Market Street<br>103 South Monroe, 315 West Washington St.<br>248, 240, 226, 220, 214 West Market Street<br>103, 115, 119, 124-26 South Madison Street | 137-360-24<br>137-360-26<br>137-360-27<br>137-360-28<br>137-360-39<br>137-330-01 through 04<br>137-330-20<br>137-330-08 through 13<br>137-330-14 through 19 |
| 3        | Bob Hope Theatre                                 | 232, 240, 242 East Main Street  | 149-140-27  |
| 4        | West Weber Avenue                                | 855 West Weber Avenue<br>833 West Weber Avenue<br>701 West Weber Avenue   | 145-190-03<br>145-270-06<br>145-270-09, 10  |
| 5        | Lincoln and Weber                                | 504 West Weber Avenue<br>666 West Weber Avenue  | 137-370-03<br>137-370-02  |
| 6        | Airport and Second                               | 1516 South Union Street<br>1501 South Airport Way   | 169-030-13<br>169-020-11  |
| 7        | Airport and Eighth                               | 2222 South Airport Way<br>2224 South Airport Way  | 169-163-01<br>169-151-01  |

## MASTER AGREEMENT FOR TAXING ENTITY COMPENSATION

(City of Stockton)

This Master Agreement for Taxing Entity Compensation (this "**Agreement**"), is entered into on April 3, 2018, by and among the following public agencies (all of which are collectively referred to herein as the "**Parties**" and as the "**Taxing Entities**," Attachment A):

City of Stockton, a municipal corporation ("**City**")  
~~County of San Joaquin, a political subdivision of the State of California ("**County**")~~  
~~Stockton Unified School District~~  
~~San Joaquin Delta College~~  
~~County Office of Education~~  
~~San Joaquin County Flood Control~~  
~~San Joaquin County Flood Control Zone 9~~  
~~San Joaquin County Mosquito and Vector Control District~~  
~~Stockton East Water District~~  
San Joaquin Regional Transit District  
~~Education Revenue Augmentation Fund~~

### RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Stockton ("**Redevelopment Agency**") was dissolved, and pursuant to Health & Safety Code Section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the "**Successor Agency**").

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("**LRPMP**") that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On December 16, 2015, the LRPMP was approved by Resolution of the Stockton Successor Agency Oversight Board (the "**Oversight Board**"), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, the Mayor of the City, the Superintendent, the Chancellor of the California Community Colleges, and the San Joaquin County Mosquito and Vector Control District. The Oversight Board authorized the Executive Director to develop and execute any compensation agreements as may be required pursuant to Health and Safety Code Section 34180 (f).

D. On December 29, 2015, the State Department of Finance ("**DOF**") approved the LRPMP.

E. On October 18, 2016, by Resolution 2016-10-18-1203, the Stockton City Council authorized the acceptance of the future development properties and authorized the City Manager to develop and execute any compensation agreements as may be required pursuant to Health and Safety Code Section 34180 (f).

NOW THEREFORE, the Parties agree as follows.

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of

this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base ("Tax Base"), Attachment B, for property located within the Waterfront Merger, South Stockton Merged, North Stockton, and Midtown Redevelopment Project Areas (the "Project Areas") formerly administered by the Redevelopment Agency.

2. Effectiveness of Agreement. This agreement shall become effective on the date set forth in the opening paragraph of this Agreement

3. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

3.1. County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County of San Joaquin – County General (Fund # 10001)  
San Joaquin County Flood Control (Fund # 21101)  
San Joaquin County Flood Control Zone 9 (Fund # 21103)

3.2. County Office of Education Funds. The County Office of Education administers the following funds, and in addition to entering into this Agreement for itself, the County Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County Office of Education (Fund # 68001)  
Educational Revenue Augmentation Fund (Fund # 81118)

4. Parcels to be Conveyed for Development Consistent with Plans. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), six properties or sites, comprised of 33 parcels formerly owned by the Redevelopment Agency would be transferred by the Successor Agency to the City for disposition consistent with the Redevelopment Plans adopted for the Project Areas, the Implementation Plans adopted in connection with the Redevelopment Plans, the Downtown Stockton Strategic Action Plan that addresses development in the Downtown area, or the City of Stockton General Plan (all of the foregoing, collectively, the "Plans"). These 33 parcels (individually a "Parcel" and collectively, the "Properties") are more fully described in Attachment C.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of any of the Parcels, the City will remit the Net Unrestricted Proceeds to the San Joaquin County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base. "Net Unrestricted Proceeds" shall mean the proceeds of sale received by the City for the sale of any Parcel, less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of the Parcel, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable

costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Parcel, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Parcel. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

6. Sale Procedures and Proceeds. The Parties acknowledge that City is obligated to convey each Parcel comprising the Property for development consistent with the Plans. The Parties further acknowledge that consistent with Assembly Bill 470, prior to the disposition of the Property or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease. The City anticipates that the disposition price for a Parcel may be minimal when remediation costs, the costs required for necessary public improvements and infrastructure, and other development constraints are taken into account.

7. Compensation Agreement. Health and Safety Code Section 34191.3 provides that once an LRPMP has been approved by DOF, the LRPMP supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property assets. Nonetheless, in compliance with a directive from DOF, with Oversight Board consent, the Successor Agency amended the LRPMP to provide that the City of Stockton will enter into an agreement with the taxing entities that addresses disposition of 33 Parcels to be conveyed to the City for non-governmental use pursuant to the LRPMP. Notwithstanding the foregoing, this section of this Agreement will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements, and in such event, the City will be permitted to dispose of the Property even if this Agreement has not been executed by all Taxing Entities. Notwithstanding the foregoing, the City agrees that it will comply with the provisions of the LRPMP that require payment of the Net Unrestricted Proceeds to the Taxing Entities unless required for payment of an enforceable obligation.

8. Miscellaneous Provisions.

8.1. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on Attachment A or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4. Entire Agreement. This Agreement, including Attachments A, B, and C attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Eastern District Federal Court – Sacramento, California.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

ATTEST:

CLERK OF THE CITY OF STOCKTON

By

Cara Smith



For Execution  
Required

CITY OF STOCKTON, a municipal corporation

By:

Laurie Montes

Print Name:

Laurie Montes

Title:

Deputy City Manager

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By:

Print Name:

Title:

STOCKTON UNIFIED SCHOOL DISTRICT

By:

Print Name:

Title:

SAN JOAQUIN DELTA COLLEGE

By:

Print Name:

Title:

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED AS TO FORM AND CONTENT

By

Yvonne Smith

Assistant City Attorney



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:



Al Warren Hoslett  
RTD Legal Counsel

For Execution  
Required

COUNTY OFFICE OF EDUCATION

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN COUNTY MOSQUITO AND  
VECTOR CONTROL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKTON EAST WATER DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

By: 

Print Name: Donna DeMartino

Title: Chief Executive Officer

ATTACHMENT A

ADDRESSES FOR NOTICE PURPOSES

| <u>FUND</u> | <u>TAXING DISTRICT</u>  | <u>FUND</u> | <u>TAXING DISTRICT</u>   |
|-------------|---|-------------|--|
| 10001       | COUNTY GENERAL<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br>(209) 468-3203  | 55401       | SAN JOAQUIN COUNTY MOSQUITO<br>AND VECTOR CONTROL DISTRICT<br>Ed Lucchesi, Manager<br>7759 S. Airport Way<br>Stockton, CA 95206<br>(209) 982-4675                        |
| 67001       | STOCKTON UNIFIED SCHOOL DISTRICT<br>701 N. Madison Street<br>Stockton, CA 95202   | 46070       | STOCKTON EAST WATER DISTRICT<br>Scot A. Moody, General Manager<br>PO Box 5157<br>Stockton, CA 95205<br>6767 E. Main Street<br>Stockton, CA 95215<br>(209) 948-0333       |
| 68901       | SAN JOAQUIN DELTA COLLEGE<br>Jeff Menge, Vice President of Administrative<br>Services<br>5151 Pacific Avenue<br>Stockton, CA 95207<br>(209) 954-5022  | 55901       | SAN JOAQUIN REGIONAL TRANSIT<br>DISTRICT<br>Donna DeMartino, General Manager<br>P.O. Box 201010<br>Stockton, CA 95201<br>(209) 943-1111                                  |
| 68001       | COUNTY OFFICE OF EDUCATION<br>Scott Anderson, Deputy Superintendent -<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807  | 81118       | EDUCATIONAL REVENUE<br>AUGMENTATION FUND<br>Scott Anderson, Deputy Superintendent<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807 |
| 21101       | SAN JOAQUIN COUNTY FLOOD CONTROL  | 81144       | CITY OF STOCKTON   |
| 21113       | SAN JOAQUIN COUNTY FLOOD<br>CONTROL ZONE 9<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br><br>Cc: Kris Balaji, Director of Public Works<br>1810 E. Hazelton Avenue<br>Stockton, CA 95205<br>(209) 468-3100<br>kbalaji@sjgov.org |             | Kurt Wilson, City Manager<br>425 N. El Dorado Street<br>Stockton, CA 95202   |

ATTACHMENT B

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

COUNTY OF SAN JOAQUIN  
AUDITOR-CONTROLLER  
WEIGHTED AVERAGE TAX INCREMENT FACTOR  
FISCAL YEAR 2016-2017

| FUND  | TAXING DISTRICT                         | WEIGHTED<br>AVERAGE<br>ATIF |
|-------|---|-----------------------------|
| 10001 | COUNTY GENERAL                          | 20.47%                      |
| 67501 | HOLT ELEMENTARY SCHOOL                  | 0.00%                       |
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| 81144 | CITY OF STOCKTON                        | 17.25%                      |
|       | ERAF - EDUCATIONAL REVENUE AUGMENTATION |                             |
| 81118 | FUND                                    | <u>27.35%</u>               |
|       | Total                                   | 100.00%*                    |

*\*Additional districts listed because all tax rate areas of all Stockton projects are included in the percentage calculation.*

### ATTACHMENT C

#### LIST OF PROPERTIES TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY, AND RETAINED FOR FUTURE DEVELOPMENT

*Transfers approved on the Long Range Property Management Plan*

| Site No. | Name / Description                               | Address                                    | Parcel Number(s)      |
|----------|--|--|-----------------------|
| 1        | Van Buren, Washington, Market, Madison, & Monroe | 110 South Lincoln Street                   | 137-360-24            |
|          |  | 109 South Van Buren Street                 | 137-360-26            |
|          |  | 120, 126 South Lincoln Street              | 137-360-27            |
|          |  | 401 West Washington Street                 | 137-360-28            |
|          |  | 102 South Lincoln Street                   | 137-360-39            |
|          |  | 348, 338, 326, 318 West Market Street      | 137-330-01 through 04 |
|          |  | 103 South Monroe, 315 West Washington St.  | 137-330-20            |
|          |  | 248, 240, 226, 220, 214 West Market Street | 137-330-08 through 13 |
|          |  | 103, 115, 119, 124-26 South Madison Street | 137-330-14 through 19 |
| 3        | Bob Hope Theatre                                 | 232, 240, 242 East Main Street             | 149-140-27            |
| 4        | West Weber Avenue                                | 855 West Weber Avenue                      | 145-190-03            |
|          |  | 833 West Weber Avenue                      | 145-270-06            |
|          |  | 701 West Weber Avenue                      | 145-270-09, 10        |
| 5        | Lincoln and Weber                                | 504 West Weber Avenue                      | 137-370-03            |
|          |  | 866 West Weber Avenue                      | 137-370-02            |
| 6        | Airport and Second                               | 1516 South Union Street                    | 169-030-13            |
|          |  | 1501 South Airport Way                     | 169-020-11            |
| 7        | Airport and Eighth                               | 2222 South Airport Way                     | 169-163-01            |
|          |  | 2224 South Airport Way                     | 169-151-01            |

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(City of Stockton)

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San Joaquin County Mosquito and Vector Control District  
Stockton East Water District  
~~San Joaquin Regional Transit District~~  
Education Revenue Augmentation Fund

### RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Stockton ("**Redevelopment Agency**") was dissolved, and pursuant to Health & Safety Code Section 34173, the City elected to serve as the successor agency to the dissolved Redevelopment Agency (the "**Successor Agency**").

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("**LRPMP**") that addresses disposition of the real property formerly owned by the Redevelopment Agency.

C. On December 16, 2015, the LRPMP was approved by Resolution of the Stockton Successor Agency Oversight Board (the "**Oversight Board**"), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, the Mayor of the City, the Superintendent, the Chancellor of the California Community Colleges, and the San Joaquin County Mosquito and Vector Control District. The Oversight Board authorized the Executive Director to develop and execute any compensation agreements as may be required pursuant to Health and Safety Code Section 34180 (f).

D. On December 29, 2015, the State Department of Finance ("**DOF**") approved the LRPMP.

E. On October 18, 2016, by Resolution 2016-10-18-1203, the Stockton City Council authorized the acceptance of the future development properties and authorized the City Manager to develop and execute any compensation agreements as may be required pursuant to Health and Safety Code Section 34180 (f).

NOW THEREFORE, the Parties agree as follows.

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of

this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base ("**Tax Base**"), Attachment B, for property located within the Waterfront Merger, South Stockton Merged, North Stockton, and Midtown Redevelopment Project Areas (the "**Project Areas**") formerly administered by the Redevelopment Agency.

2. Effectiveness of Agreement. This agreement shall become effective on the date set forth in the opening paragraph of this Agreement

3. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

3.1. County Funds. The County administers the following special districts and funds, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County of San Joaquin – County General (Fund # 10001)  
San Joaquin County Flood Control (Fund # 21101)  
San Joaquin County Flood Control Zone 9 (Fund # 21103)

3.2. County Office of Education Funds. The County Office of Education administers the following funds, and in addition to entering into this Agreement for itself, the County Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following, each identified with the San Joaquin County Auditor-Controller, San Joaquin County Tax Assessor's Fund number:

County Office of Education (Fund # 68001)  
Educational Revenue Augmentation Fund (Fund # 81118)

4. Parcels to be Conveyed for Development Consistent with Plans. The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), six properties or sites, comprised of 33 parcels formerly owned by the Redevelopment Agency would be transferred by the Successor Agency to the City for disposition consistent with the Redevelopment Plans adopted for the Project Areas, the Implementation Plans adopted in connection with the Redevelopment Plans, the Downtown Stockton Strategic Action Plan that addresses development in the Downtown area, or the City of Stockton General Plan (all of the foregoing, collectively, the "**Plans**"). These 33 parcels (individually a "**Parcel**" and collectively, the "**Properties**") are more fully described in Attachment C.

5. Compensation Arrangement. The City agrees that, consistent with the LRPMP, in connection with the subsequent conveyance of any of the Parcels, the City will remit the Net Unrestricted Proceeds to the San Joaquin County Auditor-Controller for distribution to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base. "**Net Unrestricted Proceeds**" shall mean the proceeds of sale received by the City for the sale of any Parcel, less: (i) costs incurred by City for expenses incurred in connection with the management and disposition of the Parcel, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable

costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Parcel, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Parcel. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

6. Sale Procedures and Proceeds. The Parties acknowledge that City is obligated to convey each Parcel comprising the Property for development consistent with the Plans. The Parties further acknowledge that consistent with Assembly Bill 470, prior to the disposition of the Property or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease. The City anticipates that the disposition price for a Parcel may be minimal when remediation costs, the costs required for necessary public improvements and infrastructure, and other development constraints are taken into account.

7. Compensation Agreement. Health and Safety Code Section 34191.3 provides that once an LRPMP has been approved by DOF, the LRPMP supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property assets. Nonetheless, in compliance with a directive from DOF, with Oversight Board consent, the Successor Agency amended the LRPMP to provide that the City of Stockton will enter into an agreement with the taxing entities that addresses disposition of 33 Parcels to be conveyed to the City for non-governmental use pursuant to the LRPMP. Notwithstanding the foregoing, this section of this Agreement will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements, and in such event, the City will be permitted to dispose of the Property even if this Agreement has not been executed by all Taxing Entities. Notwithstanding the foregoing, the City agrees that it will comply with the provisions of the LRPMP that require payment of the Net Unrestricted Proceeds to the Taxing Entities unless required for payment of an enforceable obligation.

8. Miscellaneous Provisions.

8.1. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on Attachment A or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2. Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3. Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4. Entire Agreement. This Agreement, including Attachments A, B, and C attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

8.6. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.7. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.8. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Eastern District Federal Court – Sacramento, California.

*SIGNATURES ON FOLLOWING PAGES*



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

ATTEST:

CLERK OF THE CITY OF STOCKTON

By Carmel Smith



For Execution  
Required

CITY OF STOCKTON, a municipal corporation

By: Laurie Montes

Print Name: Laurie Montes

Title: Deputy City Manager

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKTON UNIFIED SCHOOL DISTRICT

By: Lisa Grant-Russ

Print Name: Lisa Grant-Russ

Title: Chief Business Official

SAN JOAQUIN DELTA COLLEGE

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED AS TO FORM AND CONTENT

By Yim Asmer  
Assistant City Attorney

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

For Execution  
Required

CITY OF STOCKTON, a municipal  
corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF SAN JOAQUIN, a political  
subdivision of the State of California

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKTON UNIFIED SCHOOL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN DELTA COLLEGE

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

Print Name: Jeff Menge

Title: Vice President of Administrative Services

SIGNATURES CONTINUE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

\_\_\_\_\_

\_\_\_\_\_

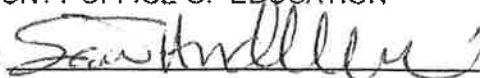
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\_\_\_\_\_

For Execution  
Required

COUNTY OFFICE OF EDUCATION

By:



Print Name: SCOTT ANDERSON

Title: DEPUTY SUPERINTENDENT

SAN JOAQUIN COUNTY MOSQUITO AND  
VECTOR CONTROL DISTRICT

By:

Print Name:

Title:

STOCKTON EAST WATER DISTRICT

By:

Print Name:

Title:

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

By:

Print Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

\_\_\_\_\_

*[Signature]*  
Legal Counsel  
9/19/17

\_\_\_\_\_

\_\_\_\_\_

For Execution  
Required

COUNTY OFFICE OF EDUCATION

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN COUNTY MOSQUITO AND  
VECTOR CONTROL DISTRICT

By: Jay Colombini

Print Name: JAY COLOMBINI

Title: PRESIDENT

STOCKTON EAST WATER DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval as to Form  
(Optional)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For Execution  
Required

COUNTY OFFICE OF EDUCATION

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAN JOAQUIN COUNTY MOSQUITO AND  
VECTOR CONTROL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STOCKTON EAST WATER DISTRICT

By: SA. Moody

Print Name: SCOT A. MOODY

Title: G.M.

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A

ADDRESSES FOR NOTICE PURPOSES

| <u>FUND</u> | <u>TAXING DISTRICT</u>  | <u>FUND</u> | <u>TAXING DISTRICT</u>   |
|-------------|---|-------------|--|
| 10001       | COUNTY GENERAL<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br>(209) 468-3203  | 55401       | SAN JOAQUIN COUNTY MOSQUITO<br>AND VECTOR CONTROL DISTRICT<br>Ed Lucchesi, Manager<br>7759 S. Airport Way<br>Stockton, CA 95206<br>(209) 982-4675                        |
| 67001       | STOCKTON UNIFIED SCHOOL DISTRICT<br>701 N. Madison Street<br>Stockton, CA 95202   | 46070       | STOCKTON EAST WATER DISTRICT<br>Scot A. Moody, General Manager<br>PO Box 5157<br>Stockton, CA 95205<br>6767 E. Main Street<br>Stockton, CA 95215<br>(209) 948-0333       |
| 68901       | SAN JOAQUIN DELTA COLLEGE<br>Jeff Menge, Vice President of Administrative<br>Services<br>5151 Pacific Avenue<br>Stockton, CA 95207<br>(209) 954-5022  | 55901       | SAN JOAQUIN REGIONAL TRANSIT<br>DISTRICT<br>Donna DeMartino, General Manager<br>421 E. Weber Avenue<br>Stockton, CA 95202<br>(209) 943-1111                              |
| 68001       | COUNTY OFFICE OF EDUCATION<br>Scott Anderson, Deputy Superintendent -<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807  | 81118       | EDUCATIONAL REVENUE<br>AUGMENTATION FUND<br>Scott Anderson, Deputy Superintendent<br>Business Services<br>2901 Arch-Airport Road<br>Stockton, CA 95206<br>(209) 468-4807 |
| 21101       | SAN JOAQUIN COUNTY FLOOD CONTROL  | 81144       | CITY OF STOCKTON   |
| 21113       | SAN JOAQUIN COUNTY FLOOD<br>CONTROL ZONE 9<br>Monica Nino, County Administrator<br>44 N. San Joaquin Street, Suite 640<br>Stockton, CA 95202<br><br>Cc: Kris Balaji, Director of Public Works<br>1810 E. Hazelton Avenue<br>Stockton, CA 95205<br>(209) 468-3100<br>kbalaji@sjgov.org |             | Kurt Wilson, City Manager<br>425 N. El Dorado Street<br>Stockton, CA 95202   |

**ATTACHMENT B**

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

COUNTY OF SAN JOAQUIN  
AUDITOR-CONTROLLER  
WEIGHTED AVERAGE TAX INCREMENT FACTOR  
FISCAL YEAR 2016-2017

| FUND  | TAXING DISTRICT                         | WEIGHTED<br>AVERAGE<br>ATIF |
|-------|---|-----------------------------|
| 10001 | COUNTY GENERAL                          | 20.47%                      |
| 67501 | HOLT ELEMENTARY SCHOOL                  | 0.00%                       |
| 63001 | LINCOLN UNIFIED SCHOOLS                 | 1.37%                       |
| 67001 | STOCKTON UNIFIED SCHOOLS                | 23.75%                      |
| 64001 | LODI UNIFIED SCHOOLS                    | 2.95%                       |
| 67501 | TRACY UNIFIED SCHOOLS                   | 0.00%                       |
| 68901 | S.J. DELTA COMM COLLEGE                 | 3.66%                       |
| 68001 | COUNTY OFFICE OF EDUCATION              | 1.12%                       |
| 21101 | SJC FLOOD CONTROL                       | 0.16%                       |
| 21113 | SJC FLOOD CTRL-ZN NO. 9                 | 0.31%                       |
| 22001 | ASH STREET LIGHTING                     | 0.00%                       |
| 22010 | MARIPOSA HEIGHTS LIGHTING               | 0.00%                       |
| 23401 | LINCOLN VILL LIGHT WTR & SWR MNT        | 0.00%                       |
| 55401 | SJC MOSQUITO ABATEMENT                  | 0.74%                       |
| 50201 | RECL.DISTR. #404                        | 0.03%                       |
| 51101 | RECL.DISTR. #1608                       | 0.03%                       |
| 51201 | RECL.DISTR. #1614                       | 0.01%                       |
| 46070 | STOCKTON EAST WATER DISTRICT            | 0.30%                       |
| 46501 | WOODBIDGE IRRIGATION                    | 0.00%                       |
| 55901 | S J REGIONAL TRANSIT DISTRICT           | 0.49%                       |
| 81144 | CITY OF STOCKTON                        | 17.25%                      |
|       | ERAF - EDUCATIONAL REVENUE AUGMENTATION |                             |
| 81118 | FUND                                    | <u>27.35%</u>               |
|       | Total                                   | 100.00%*                    |

*\*Additional districts listed because all tax rate areas of all Stockton projects are included in the percentage calculation.*

### ATTACHMENT C

#### LIST OF PROPERTIES TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY, AND RETAINED FOR FUTURE DEVELOPMENT

*Transfers approved on the Long Range Property Management Plan*

| Site No. | Name / Description                               | Address                                    | Parcel Number(s)      |
|----------|--|--|-----------------------|
| 1        | Van Buren, Washington, Market, Madison, & Monroe | 110 South Lincoln Street                   | 137-360-24            |
|          |  | 109 South Van Buren Street                 | 137-360-26            |
|          |  | 120, 126 South Lincoln Street              | 137-360-27            |
|          |  | 401 West Washington Street                 | 137-360-28            |
|          |  | 102 South Lincoln Street                   | 137-360-39            |
|          |  | 348, 338, 326, 318 West Market Street      | 137-330-01 through 04 |
|          |  | 103 South Monroe, 315 West Washington St.  | 137-330-20            |
|          |  | 248, 240, 226, 220, 214 West Market Street | 137-330-08 through 13 |
|          |  | 103, 115, 119, 124-26 South Madison Street | 137-330-14 through 19 |
| 3        | Bob Hope Theatre                                 | 232, 240, 242 East Main Street             | 149-140-27            |
| 4        | West Weber Avenue                                | 855 West Weber Avenue                      | 145-190-03            |
|          |  | 833 West Weber Avenue                      | 145-270-06            |
|          |  | 701 West Weber Avenue                      | 145-270-09, 10        |
| 5        | Lincoln and Weber                                | 504 West Weber Avenue                      | 137-370-03            |
|          |  | 666 West Weber Avenue                      | 137-370-02            |
| 6        | Airport and Second                               | 1516 South Union Street                    | 169-030-13            |
|          |  | 1501 South Airport Way                     | 169-020-11            |
| 7        | Airport and Eighth                               | 2222 South Airport Way                     | 169-163-01            |
|          |  | 2224 South Airport Way                     | 169-151-01            |



