

Redevelopment Agency of the City of Stockton  
City Provided Loans  
Previously reported in annual Statement of Indebtedness Report to the State Controller's Office

Item No.	Project Area	Purpose of Loan	Date Debt Incurred	Loan Authority	Pg No	Original Amount	Rate	Term	Fund	Principal at 6/30/15	Interest at 6/30/2015	Outstanding at 6/30/2015	Recalc. Interest <sup>1</sup>	Interest Reduction	Total P&I (adjusted)
1	Midtown	Establishment of the Eastland Project Area	12/12/1989	C-89-150	3	\$ 120,000	10%	Open	CDBG	-	711,433	\$ 711,433	-	(711,433)	\$ -
2	Midtown	Implementation of the Eastland Red. Project: acquisition, relocation, and demolition	3/1/1993	C-93-018	9	\$ 500,000	-	Open	CDBG	120,000	-	\$ 120,000		-	\$ 120,000
3	Midtown	Implementation of the Eastland Red. Project: acquisition, relocation, and demolition	1/4/1994	C-94-002	12	\$ 500,000	-	Open	CDBG	500,000	-	\$ 500,000		-	\$ 500,000
4	Midtown	Infrastructure, traffic lights at CSU Stanislaus and Harding	11/26/2002	C-02-437	15	\$ 276,000	-	Open	CIP	1,000	-	\$ 1,000		-	\$ 1,000
5	Midtown	Development fees for the Parole office project	11/26/2002	Resolution R03-014	18	\$ 143,954	-	55 Years	PFF	143,954	-	\$ 143,954		-	\$ 143,954
6	North Stockton	Establishment of the North Stockton Project Area	10/16/2003	C-03-280	22	\$ 162,000	-	Open	CDBG	67,000	-	\$ 67,000		-	\$ 67,000
7	South Stockton	Administration and project costs for McKinley Neighborhood redevelopment projects	5/16/1976	C-77-280	24	\$ 1,016,766	-	Open	CDBG	266,379	-	\$ 266,379		-	\$ 266,379
8	Waterfront	Administrative and project costs for West End redevelopment projects	5/16/1976	C-77-280	24	\$ 213,171	-	Open	CDBG	213,171	-	\$ 213,171		-	\$ 213,171
9	South Stockton	Administration and project costs for McKinley Neighborhood redevelopment projects	7/1/1977	C-77-280	24	\$ 1,558,663	-	Open	CDBG	1,558,663	-	\$ 1,558,663		-	\$ 1,558,663
10	South Stockton	Administrative and project costs Sharps Lane Villa neighborhood redevelopment projects	7/1/1977	C-77-280	24	\$ 420,669	-	Open	CDBG	420,669	-	\$ 420,669		-	\$ 420,669
11	Waterfront	Administrative and project costs West End acquisition, relocation, and demolition projects	10/6/1977	C-77-280	24	\$ 331,940	-	Open	CDBG	331,940	-	\$ 331,940		-	\$ 331,940
12	Waterfront	West End acquisition, relocation, and demolition projects	6/28/1978	Resolution 34,968	26	\$ 351,476	-	Open	CDBG	351,476	-	\$ 351,476		-	\$ 351,476
13	South Stockton	McKinley Neighborhood redevelopment projects - elimination of blight, and to conserve/renew area	7/1/1978	Resolution 34,968	26	\$ 1,380,013	-	Open	CDBG	1,380,013	-	\$ 1,380,013		-	\$ 1,380,013
14	South Stockton	McKinley Neighborhood redevelopment projects - elimination of blight, and to conserve/renew area	7/1/1979	Resolution 35,988	28	\$ 861,433	-	Open	CDBG	861,433	-	\$ 861,433		-	\$ 861,433
15	South Stockton	McKinley Neighborhood redevelopment projects - elimination of blight, and to conserve/renew area	7/1/1980	Resolution 37,042	31	\$ 867,651	-	Open	CDBG	867,651	-	\$ 867,651		-	\$ 867,651
16	South Stockton	McKinley Neighborhood redevelopment projects - elimination of blight, and to conserve/renew area	7/1/1981	Resolution 38,050	34	\$ 702,959	-	Open	CDBG	702,959	-	\$ 702,959		-	\$ 702,959
17	South Stockton	McKinley Neighborhood redevelopment projects - elimination of blight, and to conserve/renew area	7/1/1982	Resolution 39,082	37	\$ 536,014	-	Open	CDBG	536,014	-	\$ 536,014		-	\$ 536,014
18	South Stockton	Manhattan Plaza affordable housing project	6/29/1999	C-90-081	41	\$ 563,978	-	Open	CDBG	563,978	-	\$ 563,978		-	\$ 563,978
19	Waterfront	Union Pacific project - legal and professional costs for clean up of the UP site.	4/12/2005	C-05-083	43	\$ 146,800	-	Open	CDBG	146,800	-	\$ 146,800		-	\$ 146,800
20	Waterfront	Union Pacific project - legal and professional costs for clean up of the UP site.	6/5/2007	C-05-083 memo	46	\$ 289,922	-	Open	CDBG	289,922	-	\$ 289,922		-	\$ 289,922
21	Waterfront	Land acquisition for the Steamboat Landing project	4/16/1981	Ordinance 3449	48	\$ 79,323	-	Open	CIP	79,323	-	\$ 79,323		-	\$ 79,323
22	Waterfront	Land acquisition for the Office Towers project	8/20/1981	Ordinance 3492	52	\$ 525,987	-	Open	CIP	525,987	-	\$ 525,987		-	\$ 525,987
23	Waterfront	Land acquisition for the Waterfront Warehouse project	12/24/1980	Ordinance 3417	56	\$ 432,551	-	Open	CIP	432,551	-	\$ 432,551		-	\$ 432,551
24	Waterfront	Land acquisition for the Delta Gateway I project	11/5/1981	Ordinance 3506	63	\$ 99,578	-	Open	CIP	99,578	-	\$ 99,578		-	\$ 99,578
25	Waterfront	Land acquisition for the Delta Gateway II project	12/15/1982	Ordinance 3605	66	\$ 184,834	-	Open	CIP	184,834	-	\$ 184,834		-	\$ 184,834
26	Waterfront	Land acquisition for the Townhouse I project	3/28/1983	Ordinance 3640	71	\$ 20,230	-	Open	CIP	20,230	-	\$ 20,230		-	\$ 20,230
27	Waterfront	Land acquisition for the Main Street project	9/29/1983	Ordinance 3688	74	\$ 80,800	-	Open	CIP	80,800	-	\$ 80,800		-	\$ 80,800
28	Waterfront	Loan and Development Agreement for Water Front Project - Downtown Marina	6/17/1981	DA dated 12-01-80	77	\$ 206,406	10%	Open	CDBG	206,406	5,291,973	\$ 5,498,379	212,303	(5,079,671)	\$ 418,709
29	Waterfront	Loan and Development Agreement for Water Front Project - Waterfront Warehouse	9/10/1981	DA dated 12-01-80	77	\$ 753,056	10%	Open	CDBG	753,056	18,893,831	\$ 19,646,887	769,309	(18,124,523)	\$ 1,522,365

Item No.	Project Area	Purpose of Loan	Date Debt Incurred	Loan Authority	Pg No	Original Amount	Rate	Term	Fund	Principal at 6/30/15	Interest at 6/30/2015	Outstanding at 6/30/2015	Recalc. Interest <sup>1</sup>	Interest Reduction	Total P&I (adjusted)
30	Waterfront	Loan and Development Agreement for Water Front Project - Steamboat Landing Project	5/10/1982	DA dated 12-01-80	77	\$ 1,025,078	10%	Open	CDBG	1,025,078	23,938,015	\$ 24,963,093	1,026,812	(22,911,202)	\$ 2,051,890
31	Waterfront	Loan and Development Agreement for Water Front Project - Office Tower II Project	5/10/1982	DA dated 12-01-80	77	\$ 854,220	10%	Open	CDBG	854,220	19,948,114	\$ 20,802,334	855,665	(19,092,448)	\$ 1,709,885
32	Waterfront	Loan and Development Agreement for Water Front Project - Office Tower I Project	7/7/1982	DA dated 12-01-80	77	\$ 854,220	10%	Open	CDBG	854,220	19,804,781	\$ 20,659,001	852,295	(18,952,486)	\$ 1,706,515
33	Waterfront	Loan and Development Agreement for Water Front Project - Delta Gateway I Project	8/26/1982	DA dated 12-01-80	77	\$ 555,546	10%	Open	CDBG	555,546	13,991,415	\$ 14,546,961	551,554	(13,439,861)	\$ 1,107,100
34	Waterfront	Loan and Development Agreement for Water Front Project - Delta Gateway II Project	6/20/1984	DA dated 12-01-80	77	\$ 437,048	10%	Open	CDBG	437,048	9,252,998	\$ 9,690,046	410,092	(8,842,906)	\$ 847,140
35	Waterfront	West End projects - South Seawall extension, Weber Ave improvements, Edison St extension	10/14/1986	Resolution 86-0658	82	\$ 3,183,132	-	Open	CIP	1,598,548	-	\$ 1,598,548		-	\$ 1,598,548
36	Waterfront	Construction of South Shore Seawall	9/4/1990	C-90-171	83	\$ 2,954,347	-	Open	CIP	2,954,347	-	\$ 2,954,347		-	\$ 2,954,347
37	Waterfront	Remediation on North Shore	4/25/2000	Resolution 00-0080	86	\$ 21,040	-	Open	GF	21,040	-	\$ 21,040		-	\$ 21,040
38	Waterfront	Remediation on North Shore	2/29/2000	Resolution R00-008	90	\$ 57,117	-	Open	GF	57,117	-	\$ 57,117		-	\$ 57,117
39	Waterfront	Remediation on North Shore	2/29/2000	Resolution R00-007	93	\$ 274,800	-	Open	GF	274,800	-	\$ 274,800		-	\$ 274,800
40	Waterfront	Fox (Bob Hope) Theatre Renovations	12/5/2000	C-00-442 amended	97	\$ 4,433,103	-	Open	CIP	4,543,103	-	\$ 4,543,103		-	\$ 4,543,103
41	Waterfront	Remediation on Banner Island	5/29/2001	Resolution R01-037	103	\$ 375,000	-	30 Years	GF	375,000	-	\$ 375,000		-	\$ 375,000
42	Waterfront	Land acquisition for Weber Point Grill project	8/28/2002	C-02-314	105	\$ 68,800	-	Open	CIP	68,800	-	\$ 68,800		-	\$ 68,800
43	Waterfront	Land acquisition for Cineplex Project	10/8/2002	C-02-369	111	\$ 635,000	-	Open	CIP	635,000	-	\$ 635,000		-	\$ 635,000
44	Waterfront	Land acquisition for Cineplex Project	10/8/2002	C-02-369	111	\$ 511,000	-	Open	CPD	511,000	-	\$ 511,000		-	\$ 511,000
45	Waterfront	Land acquisition for San Joaquin Council of Governments project	1/7/2003	C-02-440	115	\$ 332,000	-	Open	CIP	332,000	-	\$ 332,000		-	\$ 332,000
46	Waterfront	Land acquisition for San Joaquin Council of Governments project	1/7/2003	C-02-440 amended	119	\$ 161,000	-	Open	CPD	161,000	-	\$ 161,000		-	\$ 161,000
47	Waterfront	Development fees for the Cineplex project	8/29/2003	C-03-578	122	\$ 102,109	Varies	10 Years	PFF	4,315	-	\$ 4,315		-	\$ 4,315
48	Waterfront	Construction costs - Cineplex project	2/18/2013	C-03-038	129	\$ 3,000,000	-	Open	CIP	3,000,000	-	\$ 3,000,000		-	\$ 3,000,000
49	Waterfront	Land acquisition for Stockton Record project	7/1/2003	C-00-122	132	\$ 175,000	-	Open	CPD	175,000	-	\$ 175,000		-	\$ 175,000
50	Waterfront	Development fees for the WorkNet Office project	8/4/2004	C-04-355	136	\$ 196,950	-	Open	PFF	196,950	-	\$ 196,950		-	\$ 196,950
51	Waterfront	Renovation - Hotel Stockton restaurant project	9/12/2006	Resolution 06-0470	138	\$ 2,500,000	-	Open	CIP	2,500,000	-	\$ 2,500,000		-	\$ 2,500,000
						\$ 36,032,684				32,839,920	111,832,560	\$ 144,672,479	4,678,030	(107,154,530)	\$ 37,517,949

Note <sup>1</sup> Effective September 22, 2015, interest must be recalculated quarterly, at 3% simple interest from the date the Redevelopment Agency approved the loan.

<u>Totals by Repayment Fund</u>	<u>Principal</u>	<u>Interest</u>	<u>P&amp;I 6/30/15</u>	<u>Recalc. Int.</u>	<u>Reduction</u>	<u>P&amp;I 09/30/15</u>
City General Fund	727,957	-	727,957	-	-	\$ 727,957
City Capital Improvement Fund	17,056,102	-	17,056,102	-	-	\$ 17,056,102
Public Facility Fees	345,220	-	345,220	-	-	\$ 345,220
Community Development Block Grant	13,863,641	111,832,560	125,696,201	4,678,030	(107,154,530)	\$ 18,541,671
Central Parking District	847,000	-	847,000	-	-	\$ 847,000
	32,839,920	111,832,560	144,672,479	4,678,030	(107,154,530)	\$ 37,517,949

C-89-150



CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

CITY HALL  
425 N. EL DORADO STREET  
STOCKTON, CA 95202-1997  
(209) 944-8333  
(209) 463-1550 (TELEFAX)

R. THOMAS HARRIS  
CITY ATTORNEY



CITY CLERK  
CITY OF STOCKTON

DATE: December 12, 1989

TO: Frances Hong, City Clerk

FROM: Barbara J. Anderson, Deputy City Attorney

RE: LOAN AND REPAYMENT AGREEMENT--REDEVELOPMENT AGENCY

~~ENCLOSED~~/Attached is a fully executed original of the  
captioned agreement, dated December 12, 1989.


xx For your files/information.

     Pursuant to our conversation/your request.

     Please sign and return to us promptly.

xx Said agreement was authorized by City Council  
Resolution No. 89-0728, adopted on November 20, 1989.

R. THOMAS HARRIS  
CITY ATTORNEY

By:   
BARBARA J. ANDERSON  
DEPUTY CITY ATTORNEY

BJA:pal

Attachment

cc: Director of Finance  
Director of Housing & Economic Development

## EXHIBIT A

## LOAN AND REPAYMENT AGREEMENT

The following is an Agreement, dated December 12, 1989, by and between the Redevelopment Agency of the City of Stockton (the "AGENCY") and the City of Stockton (the "CITY").

W I T N E S S E T H

WHEREAS, the CITY has determined that it is in the interest of the CITY to establish a survey area in the Eastland Plaza area of the City of Stockton to determine the feasibility of a redevelopment project area within said survey area (hereinafter "Proposed Project Area") in the CITY; and

WHEREAS, the AGENCY is vested with the responsibility for formulating and carrying out necessary redevelopment projects within the CITY; and

WHEREAS, concurrent with the execution of this Agreement, the CITY is appropriating \$120,000.00 to the AGENCY for the purpose of carrying out redevelopment activities prior to the adoption of a redevelopment plan and to fund the activities of the AGENCY with regard to the Proposed Project Area until such time that tax increments are available for the support of the redevelopment function; and

WHEREAS, said \$120,000.00 will be used to fund staff time, expenses, overhead costs, consultants contract costs, use of CITY facilities and other related expenses in the formulation, coordination, administration and implementation of a redevelopment plan; and

WHEREAS, said \$120,000.00 will be loaned by the CITY to the AGENCY in the anticipation that such costs will be repaid by the AGENCY out of tax increment funds generated within the Project Area; and

WHEREAS, the CITY and the AGENCY are each ready and willing to assume the relationship described herein;

NOW, THEREFORE, the AGENCY and the CITY, for and in consideration of the mutual promises and agreements herein contained do agree as follows:



# 1. PURPOSE

The purpose of this Agreement is to provide for the repayment by the AGENCY of a loan from the CITY in an amount not to exceed \$120,000.00 without further amendment of this Loan and Repayment Agreement. The loan shall be made from Account #15-245-07 (CIP Fund Balance.) The Agency shall place the loan proceeds in Account #34-7317 (Eastland Redevelopment Project). Loan proceeds are to be used for administrative costs and expenses, including consultants' costs, incurred by the AGENCY, all of which are necessary for the formulation, coordination, administration and implementation of a redevelopment plan for the Proposed Project Area.

# 2. TERM OF AGREEMENT

This Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until all loans hereunder are repaid and no further CITY loans are required.

# 3. LOAN REPAYMENT TERMS

The AGENCY agrees to repay the loan from the CITY in an amount not to exceed \$120,000.00 for the AGENCY's costs and expenses in formulating, coordinating, administering and implementing a redevelopment plan for the Proposed Project Area. The loan shall bear interest at the lesser of (a) ten percent (10%) per annum, or (b) the maximum interest rate permitted by law. The loan shall bear interest from the date that loan funds are drawn by the AGENCY and shall be repaid solely from tax increment funds generated within the Proposed Project Area. It is understood that in the event such tax increment revenues fail to yield enough revenue to repay this obligation, the AGENCY is under no obligation to the CITY to make such repayment from any further funds or resources it may acquire.

In the event that the CITY authorizes by appropriate resolution any future loan(s), such loan(s) shall become a debt of the AGENCY and shall be reflected as Exhibit A, which shall be attached to this Agreement and made a part hereof as if fully set forth herein. Such future loans(s) shall bear interest at the rate set forth above.

# 4. REIMBURSEMENT TO CITY BY AGENCY

The AGENCY agrees to reimburse the CITY for all costs incurred by the CITY in furtherance of a redevelopment plan for the Proposed Project Area. These costs include, but are not limited to, costs to the CITY for consulting services, legal services, staff time and other related administrative

expenses. This debt shall bear interest at the rate set forth in Section 3 above.

#### 5. REIMBURSEMENT FOR PUBLIC IMPROVEMENTS

If the CITY and the AGENCY so authorize by resolution, the CITY may incur costs for public improvements on behalf of the AGENCY. These costs shall become a debt of the AGENCY and shall be reflected as Exhibit B, which shall be attached to this Agreement and made a part hereof as if fully set forth herein. These costs shall bear interest at the rate set forth above, and shall be paid to the CITY by the AGENCY in the manner provided in Section 5.1.

5.1. Upon receipt by the AGENCY of a cost certification statement bearing the signature of a duly authorized agent of the CITY and describing in detail all or any part of the costs hereinabove enumerated that have been actually incurred and paid by the CITY, the AGENCY shall cause to pay the CITY within ten (10) days the amount set forth in the statement, provided that sufficient tax increment revenues are available to pay such amount.

It is understood by the Agency and the CITY that such repayment shall be a debt of the AGENCY and shall be repaid solely from tax increments generated within the Project Area, once established.

#### 6. REPAYMENT SUBORDINATION

It is agreed by the parties hereto that the repayment to the CITY pursuant to this Agreement is hereby subordinated to any and all payments necessary to satisfy the AGENCY's obligations in connection with any existing or future bonded indebtedness or obligation which may be incurred by the AGENCY for the benefit of the redevelopment plan or to the extent necessary for any bonded indebtedness for which the AGENCY has pledged as a security or source of repayment tax increment generated within the Project Area.

#### 7. VALIDITY OF AGREEMENT

If any provisions of this Agreement, or the application thereof to any person, party, transaction, or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the Mayor of the City of Stockton has caused the name of the City of Stockton to be affixed to this Agreement and the Chairman of the Redevelopment Agency of the City of Stockton has caused the name of the Redevelopment Agency to be affixed to this Agreement on the above date.

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON

CITY OF STOCKTON

By Barbara Fass  
\_\_\_\_\_, Chairman  
Redevelopment Agency of the  
City of Stockton

By Barbara Fass  
\_\_\_\_\_, Mayor of  
the City of Stockton

10/09/89  
#B016/B20101

ATTEST:

Frances Hong  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
Date OCT 27 1989  
Barbara Fass  
\_\_\_\_\_  
Deputy City Attorney



AMENDMENT TO LOAN AND REPAYMENT AGREEMENT

C-89-150

The following is an Amendment to the Loan and Repayment Agreement, dated December 12, 1989, by and between the Redevelopment Agency of the City of Stockton (the "AGENCY") and the City of Stockton (the "CITY").

1. The parties hereby agree that the second sentence of paragraph 1. PURPOSE, shall be amended to read as follows: The loan shall be made from grant proceeds allocated for the purpose of this loan pursuant to the AMENDMENT to the 15TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program as approved by the Department of Housing and Urban Development.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. The undersigned hereby represent and warrant that they are authorized to act on behalf of the parties.

DATED: NOV 30 1990

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON

BY Joan Darrah

DATED: NOV 30 1990

JOAN DARRAH  
CHAIRPERSON  
REDEVELOPMENT AGENCY

DATED:

CITY OF STOCKTON

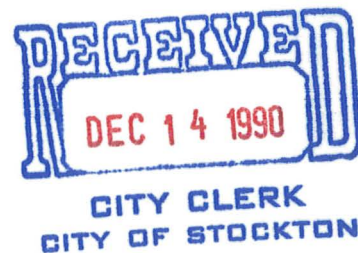
BY Joan Darrah  
JOAN DARRAH  
MAYOR

ATTEST:

Frances Hong  
FRANCES HONG, City Clerk

APPROVED AS TO FORM:

Baham J. Arden  
Deputy CITY ATTORNEY







CITY CLERK  
CITY OF STOCKTON

LOAN AGREEMENT

THIS LOAN AGREEMENT dated March 1, 1993 by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereinafter referred to as "AGENCY," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the Council of the City of Stockton has adopted a Redevelopment Plan for the Eastland Redevelopment Project Area for the purpose of eliminating blight and promoting redevelopment of the area; and

WHEREAS, a specific objective of said Redevelopment Plan is the acquisition, demolition and disposition of properties along Oak Street east of Wilson Way; and

WHEREAS, the AGENCY is currently pursuing this objective in the Eastland Redevelopment Project by proposing to negotiate a Disposition and Development Agreement ("DDA") relative to the purchase of said properties; and,

**WHEREAS**, AGENCY anticipates participating in this development by providing funds for acquisition, relocation and demolition costs associated with the implementation of this portion of the Redevelopment Plan; and,

**WHEREAS**, AGENCY does not presently have sufficient funds to proceed with implementation of the DDA once that document is negotiated and approved; and,

**WHEREAS**, CITY has previously approved an allocation of \$500,000 to AGENCY for this purpose as part of its 17th Year Community Development Block Grant (CDBG) "Final Statement of Goals and Objectives" by Resolution #91-0369 on May 20, 1991; and,

**WHEREAS**, CITY, in recognition of the importance of completing the redevelopment project, is agreeable to lending the AGENCY the necessary funds from CDBG Account No. 053-0000-162.10-00-LSP205;

**NOW, THEREFORE**, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. CITY shall lend AGENCY the following monies:

(a) \$500,000 for the purposes of implementing the Eastland Redevelopment Project.

(b) All monies outstanding and unpaid by AGENCY shall accrue no interest.

2. AGENCY shall repay CITY \$500,000 upon completion of the redevelopment project or upon demand by the CITY.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement on the date first above-written.

CITY OF STOCKTON, a municipal corporation

ATTEST:

Frances Hong  
CITY CLERK

By: Dwane Milnes

DWANE MILNES  
CITY MANAGER

"CITY"

APPROVED AS TO FORM:

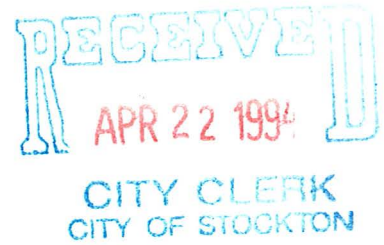
Brian T. Anderson  
DEPUTY CITY ATTORNEY

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
corporate and politic

By: Dwane Milnes

DWANE MILNES  
EXECUTIVE DIRECTOR

"AGENCY"



**LOAN AGREEMENT  
(CDBG)**

THIS LOAN AGREEMENT dated JAN 04 1994, 1993 by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereinafter referred to as "AGENCY," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY."

**W I T N E S S E T H:**

**WHEREAS**, the Council of the City of Stockton has adopted a Redevelopment Plan for the Eastland Redevelopment Project Area for the purpose of eliminating blight and promoting redevelopment of the area; and

**WHEREAS**, a specific objective of said Redevelopment Plan is the acquisition, demolition and disposition of properties along Oak Street east of Wilson Way; and

**WHEREAS**, the AGENCY is currently pursuing this objective in the Eastland Redevelopment Project by proposing to execute a Disposition and Development Agreement ("DDA") relative to the purchase of said properties; and,



**WHEREAS**, AGENCY anticipates participating in this development by providing funds for acquisition, relocation and demolition costs associated with the implementation of this portion of the Redevelopment Plan; and,

**WHEREAS**, AGENCY does not presently have sufficient funds to proceed with implementation of the DDA once that document is approved; and,

**WHEREAS**, CITY has previously approved an allocation of \$500,000 to AGENCY for this purpose as part of its 19th Year Community Development Block Grant (CDBG) "Final Statement of Goals and Objectives" by Resolution #93-0322 on May 17, 1993; and,

**WHEREAS**, CITY, in recognition of the importance of completing the redevelopment project, is agreeable to lending the AGENCY the necessary funds from CDBG Account No. 052-0000-161.93-35 LSP205;

**NOW, THEREFORE**, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. CITY shall lend AGENCY the following monies:
  - (a) \$500,000 as a long-term loan for the purposes of implementing the Eastland Redevelopment Project.


(b) All monies outstanding and unpaid by AGENCY shall accrue no interest.

2. AGENCY shall repay CITY \$500,000 upon completion of the redevelopment project or upon demand by the CITY.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement on the date first above-written.

CITY OF STOCKTON, a municipal corporation

ATTEST:

  
CITY CLERK

By:   
DWANE MILNES  
CITY MANAGER


"CITY"

APPROVED AS TO FORM:

  
DEPUTY CITY ATTORNEY



REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
corporate and politic

By:   
DWANE MILNES  
EXECUTIVE DIRECTOR

"AGENCY"

C-02-437 (04)

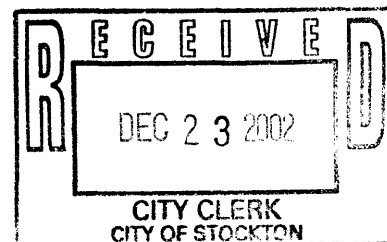


## CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
 www.stocktongov.com

REPLY TO: \_\_\_\_\_



DATE: December 20, 2002

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND THE  
 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON--TRAFFIC  
 SIGNAL AT HARDING WAY AND THE UNIVERSITY PARK ENTRANCE  
 (CALIFORNIA STATE UNIVERSITY STANISLAUS-STOCKTON CAMPUS)**

Attached is a fully executed Loan Agreement dated November 26, 2002. Said Loan Agreement was authorized by City Council Resolution No. 02-0693, adopted on November 26, 2002, and Redevelopment Agency Resolution No. R02-065, adopted on November 26, 2002.

Said Loan Agreement may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By *Barbara J. Anderson*  
 BARBARA J. ANDERSON  
 ASSISTANT CITY ATTORNEY

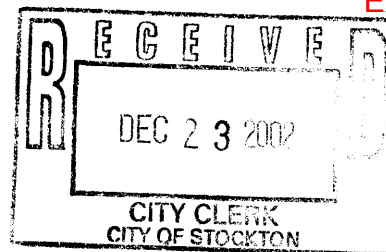
BJA:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
 Housing & Redevelopment Department (Attn: Sue Brause)  
 Redevelopment Agency of the City of Stockton  
 Attn: Katherine Gong Meissner, Secretary

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## LOAN AGREEMENT

This Loan Agreement is made and entered into on NOV 28 2002, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereinafter referred to as "Agency," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "City."

### WITNESSETH:

WHEREAS, the Council for City has adopted a Redevelopment Plan for the Midtown Redevelopment Project Area for the purpose of eliminating blight and promoting redevelopment of the area; and

WHEREAS, it is the Agency's desire to assist in improving the existing infrastructure within the Midtown Redevelopment Project Area; and

WHEREAS, the City, in recognition of the importance of completing infrastructure improvements within the Midtown Redevelopment Project Area, is agreeable to loaning the Agency the necessary funds in order to meet expenditures associated with the installation of a traffic signal at Harding Way and the California State University Stanislaus-Stockton Campus (CSUS-S)/University Park entrance;

NOW, THEREFORE, in consideration of the terms and conditions herein specified, Agency and City agree as follows:

1. City shall loan Agency Two Hundred Seventy-six Thousand Dollars (\$276,000) for expenditures associated with the installation of a traffic signal at the CSUS-S/University Park entrance on Harding Way.
2. All monies outstanding and unpaid by Agency shall accrue no interest.
3. Agency shall repay City \$276,000 as tax increment funds become available from the Midtown Redevelopment Project Area.



4. This agreement may be amended only by written agreement duly executed by authorized representatives of Agency and City.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement on the date first above written.

ATTEST:

By:  

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By:   
~~Assistant~~ Deputy City Attorney

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
Corporate and politic

By:   
MARK LEWIS  
EXECUTIVE DIRECTOR

"AGENCY"

CITY OF STOCKTON, a municipal  
corporation

By:   
MARK LEWIS  
CITY MANAGER

"CITY"

Resolution No. **R 03-014**

## **STOCKTON REDEVELOPMENT AGENCY**

**RESOLUTION AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE A MAXIMUM 55-YEAR, 0% INTEREST, FULL-DEFERRAL OF DEVELOPMENT FEES (AS DEFINED IN THE PUBLIC FACILITIES FEES ADMINISTRATIVE GUIDELINES) WITH DEVELOPERS OF CERTAIN SPECIFIED NONRESIDENTIAL PROJECTS; ENTER INTO DEFERRED FEE AGREEMENTS WITH THE CITY OF STOCKTON; AND EXECUTE RELATED DOCUMENTS**

WHEREAS, on February 12, 1991, through Resolution No. 91-0119, the City Council of the City of Stockton ("City"), adopted the Public Facilities Fee Program Administrative Guidelines ("Guidelines") which have been amended from time to time thereafter; and

WHEREAS, under the Guidelines, as amended, a developer of a "qualified project" (as defined in Section I.C.1.a of the Guidelines), can elect to defer up to 80% of certain development fees (defined in Section I.C.1.c of the Guidelines) for up to a 10 year period, rather than paying the fees at the time the building permit is issued; and

WHEREAS, in order to advance nonresidential redevelopment projects, the Redevelopment Agency of the City of Stockton ("Agency") has, on occasion, negotiated with private developers to pay some or all of the development fees (as defined in Section I.C.1.c of the Guidelines) associated with redevelopment; and

WHEREAS, attracting governmental tenants as the initial occupants of downtown office buildings will act as a catalyst in the City's redevelopment of the downtown area by generating the critical mass necessary to encourage the private sector to develop, redevelop, and occupy facilities in the City's downtown area; and

WHEREAS, due to the 80%/10 year maximum fee deferral limitations, the Agency is unable to fulfill its mandate to attract office uses to the greater downtown area as effectively as it could were the Guidelines amended to allow the Agency to afford additional fee deferral opportunities to facilitate narrowly defined governmental tenancies in the early stages of redeveloping the City's downtown; and

WHEREAS, on February 25, 2002, the City Council authorized an amendment to the Guidelines as necessary to provide the Agency additional fee deferral authority for narrowly defined governmental uses/tenancies meeting all of the following criteria:

1. Consisting of office facilities of 25,000 square feet or greater;
2. Requiring a conditional use permit (i.e., for a use not permitted outright);

CITY ATTY REVIEW UPC  
DATE FEB 26 2003

**R 03-014**

3. Located along the Stockton Channel Area; and
  4. Constructed as a multiple (not single) story building;
- and

WHEREAS, the additional fee deferral authority authorized by the amendment for the narrowly defined governmental uses/tenancies described above included:

1. Extending the deferrable fee limit from 80% to 100%;
2. Extending the maximum deferral period from 10 to 55 years for all development fees;
3. Authorizing a no down payment option; and
4. Authorizing a 0% interest rate on the principal.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

The Agency's Executive Director is hereby authorized and directed to:

1. Negotiate a maximum 55-year, 0% interest, full-deferral of development fees (as defined in the public facilities fees administrative guidelines) with developers whose redevelopment projects meet the narrowly defined governmental uses/tenancies identified in this resolution.
2. Enter into deferred fee agreements with the City, execute related documentation, and take and or authorize such other actions as necessary to carry out the purposes and intent of this resolution.

PASSED, APPROVED, and ADOPTED FEB 25 2003

ATTEST:

*for Katherine Gong Meissner*  
 KATHERINE GONG MEISSNER  
 Secretary, Redevelopment Agency  
 of the City of Stockton



*Gary A. Podesto*  
 GARY A. PODESTO  
 Chairperson, Redevelopment Agency  
 of the City of Stockton

**MEMORANDUM**

November 6, 2002

TO: Michael Niblock, Deputy Director/Planning  
Attn: Diane K. Smith, Senior Planner

FROM: Steven J. Pinkerton, Housing & Redevelopment Director

SUBJECT: **UP107-02, HRD SUPPORT**

The Housing and Redevelopment Department of the City of Stockton fully supports Permit Application Number – UP107-02. This Use Permit would allow construction of an office building adjacent to the Stockton Deep Water Channel on property generally located east of South Carlton Avenue and north of the Stockton Channel.

This first class facility will bring much needed office space to an underutilized area of the midtown as well as attendant infrastructure necessary to the future improvement of the area. The approximately 27,000 square foot building will mark the first new private office space construction in the newly created Midtown Redevelopment Area of the City of Stockton. As such, it will provide a model for both process and product of Midtown Redevelopment.

Additionally, both the compatible land use nature of the envisioned operations and the willing spirit of the applicant to work with the City and the Redevelopment Agency toward the siting of this project are to be commended.

I, therefore, on behalf of the City Manager and the Housing and Redevelopment Department, enthusiastically endorse this application and urge its passage.



STEVEN J. PINKERTON, DIRECTOR  
HOUSING & REDEVELOPMENT DEPARTMENT

SJP/JR:ca

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CITY OF STOCKTON  
Adjusting Journal Transaction

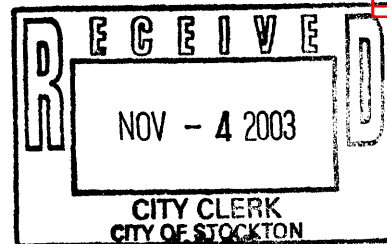
Group number . . . . . : 2110 CREATE LIABILITY  
Accounting period/year . : 02/2004  
Posting date . . . . . : 10/06/2003

Transaction information:  
Transaction date . . . . . : 08/12/2003  
Document number . . . . . : 0204067DLS  
Account number . . . . . : 337-7301-640.40-24 CITY FEES  
Project number . . . . . :  
Debit amount . . . . . : 143,954.42  
Credit amount . . . . . : .00  
Description 1 . . . . . : Create liability for amt  
Description 2 . . . . . : owed on EZ deferral  
Transaction type code . : RESO  
Bank code . . . . . : 0

Press Enter to continue.  
F3=Exit F12=Cancel

C-03-280 (WP)

## LOAN AGREEMENT



This Loan Agreement is made and entered into on JUL 15 2003, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, the "AGENCY," and the CITY OF STOCKTON, a municipal corporation, the "CITY."

### RECITALS

WHEREAS, the City Council for the CITY is considering the adoption of a Redevelopment Plan for the North Stockton Redevelopment Project Area ("Area") for the purpose of eliminating blight and promoting redevelopment of the Area; and

WHEREAS, the CITY'S 2003-04 One Year Action Plan includes \$162,000 as part of its Community Development Block Grant ("CDBG") administrative budget for plan adoption and environmental review costs associated with consideration of formation of the proposed North Stockton Redevelopment Project Area; and

WHEREAS, the CITY, in recognition of the importance of redeveloping the Area, is agreeable to loaning the AGENCY the necessary funds to proceed with plan adoption and environmental review activities associated with the Area.

### AGREEMENT

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. CITY hereby agrees to loan to AGENCY the following monies, on the following terms:

1.1 The sum of \$162,000 for plan adoption and environmental review costs associated with the North Stockton Redevelopment Project Area.

1.2 All monies loaned to the AGENCY shall accrue no interest.

1.3 CITY agrees to accept payment as and when available to be repaid upon availability of tax increment generated from the Area.

2. AGENCY hereby accepts the loan, in the amount stated above.

2.1 AGENCY agrees to repay the loan from tax increment funds as the same become available from the Area following its adoption.

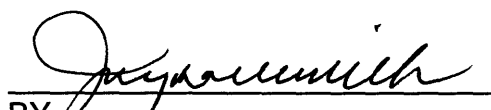
2.2 AGENCY shall pay no interest on the funds loaned.

3. The undersigned represent and warrant they are each duly authorized by the parties to execute this agreement.

ATTEST:  
CITY CLERK

  
KATHERINE GONG  



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

  
BY \_\_\_\_\_

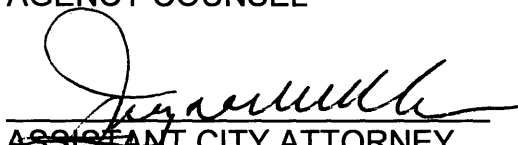
CITY OF STOCKTON

  
MARK E. LEWIS, CITY MANAGER

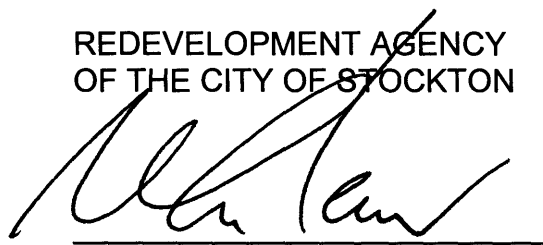
ATTEST:  
AGENCY SECRETARY

  
KATHERINE GONG  


APPROVED AS TO FORM  
AGENCY COUNSEL

  
ASSISTANT CITY ATTORNEY

REDEVELOPMENT AGENCY  
OF THE CITY OF STOCKTON

  
MARK E. LEWIS  
EXECUTIVE DIRECTOR

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AGREEMENT FOR PERSONNEL AND OTHER  
RELATED SERVICES AND FINANCIAL ASSISTANCE

C-77-280

AGREEMENT, made and entered into this 19th day of September, 1977, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY", and THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, organized and existing pursuant to the Community Redevelopment Law of the State of California, hereinafter referred to as "AGENCY".

W I T N E S S E T H:

WHEREAS, City did find there was a need for Agency to function within the City of Stockton; and

WHEREAS, Agency has functioned since it was activated on August 13, 1956, by Resolution No. 20,114 adopted by City; and

WHEREAS, personnel services and financial assistance have been provided Agency by City for purposes of assisting Agency with the redevelopment of blighted areas within the City of Stockton; and

WHEREAS, said services and financial assistance were being provided Agency by City pursuant to an oral understanding that such advances would be repaid when sufficient tax funds allocated pursuant to Section 33570 of said Community Redevelopment Law became available; and

WHEREAS, Section 33675 of said Community Redevelopment Law added by Statute of 1976, Chapter 1337, requires a certificate of indebtedness be filed by the chief fiscal officer of Agency not later than the first day of October of each year specifying the indebtedness of Agency; and

WHEREAS, to enable the filing of such a certificate it is necessary that the previous oral understanding of the parties hereto be reduced to writing.

NOW, THEREFORE, IN CONSIDERATION of these premises and the following terms and conditions, the parties hereto agree as follows:

1. City shall provide, to the extent available, such personnel and other support services as Agency shall require in its administration of present and future redevelopment projects.
2. City shall, from time to time as funds are available, provide financial assistance to Agency for use in present and future redevelopment projects.

3. Agency shall reimburse City for any and all such personnel and support services and financial assistance from tax funds allocated for such purposes pursuant to Section 33670 of the Community Redevelopment Law.

4. On or before the first day of October of each year, Agency shall certify to the San Joaquin County Auditor a statement of indebtedness which shall specify, for each redevelopment project:

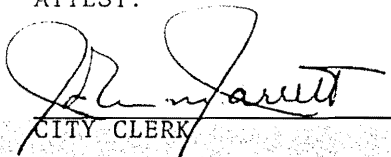
- a. The date on which each loan, advance or indebtedness was incurred or entered into;
- b. The principal amount, terms, purpose, and interest rate of each loan, advance or indebtedness; and
- c. The outstanding balance and amount due or to be paid by the Agency of each loan, advance, or indebtedness.

5. City has advanced to Agency, as of the date of their agreement, the following sums:

- a. Sharps Lane Villa                      \$1,795,150.36
- b. McKinley                                      4,092,306.87
- c. West End                                      1,291,586.58


6. Said sums were advanced at no interest and are due and payable to City when funds become available therefor out of taxes levied in the respective project areas and allocated to Agency pursuant to Section 33670 of the Community Redevelopment Law.

ATTEST:

  
CITY CLERK

CITY OF STOCKTON

BY

  
TOM MADDEN, MAYOR

ATTEST:

  
SECRETARY

THE REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON

BY

  
TOM MADDEN, CHAIRMAN

Approved as to form:

  
GERALD A. SPERRY, CITY ATTORNEY



# STOCKTON CITY COUNCIL

## RESOLUTION OF THE CITY OF STOCKTON APPROVING AND AUTHORIZING THE FILING OF THE FOURTH ANNUAL APPLICATION FOR HOUSING AND COMMUNITY DEVELOPMENT ACT FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1977 finds and declares that the future welfare of the nation and well-being of its citizens depend upon the establishment and maintenance of viable urban communities as social, economic, and political entities, and require systematic and sustained action by federal, state, and local governments to eliminate blight, conserve and renew older urban areas, to improve the living environment of low and moderate income families, and to develop new centers of population growth and economic activity; and

WHEREAS, the elimination of slum blight, the prevention of blighting influences, the deterioration of private property and neighborhood and community facilities are of importance to the welfare of the community, and of utmost importance and necessity to persons of low and moderate income and are the vital concerns under this legislation, and

WHEREAS, the elimination of conditions which are detrimental to the health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance and related activities are of vital concern to this city; now therefore,

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

1. That an application be made on behalf of the City of Stockton to the Department of Housing and Urban Development for a grant in an amount authorized by Title I of the Housing and Community Development Act of 1977;



Resolution No. ....

# STOCKTON CITY COUNCIL

2. That said funds will be used to execute new and ongoing renewal and rehabilitation programs in the City of Stockton;

3. That the City Manager of the City of Stockton be and he is hereby authorized and directed to execute and file said application with the U. S. Department of Housing and Urban Development for allocations as recommended by the Stockton Community Development Committee as follows:

1. From the entitlement grant amount, estimated to be \$2,218,000.00 for the fourth year:

a. McKinley	\$1,330,000.00
b. Homestead/Jackson Addition	\$ 650,000.00
c. Villa Addition	\$ 88,000.00
d. Pilot Loan Program, outside designated areas	\$ 150,000.00

2. From the sale of land proceeds from West End I, allocate the full amount, \$175,000.00 to West End II.


4. That the City Manager of the City of Stockton be and he is hereby authorized and directed to provide additional information and to furnish such documents as may be required by said department, to execute all contracts, grant requisitions, documents and all amendments pertaining thereto, and to act as the authorized representative of the applicant;

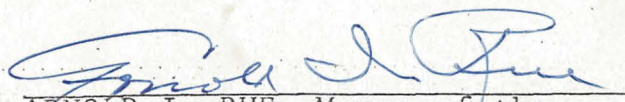
5. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the regulations of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964;

6. That the United States of America and the Secretary of Housing and Urban Development be, and they are hereby assured full compliance by the applicant with the federal labor standards imposed under Title VII of the Housing and Community Development Act of 1977.

PASSED, APPROVED and ADOPTED this 21st day of February, 1978.

ATTEST:

  
JOHN M. JARRETT, City Clerk  
of the City of Stockton

  
ARNOLD I. RUE, Mayor of the  
City of Stockton

4-FILM

# STOCKTON CITY COUNCIL

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RESOLUTION OF THE CITY OF STOCKTON  
APPROVING AND AUTHORIZING THE FILING OF THE FIFTH ANNUAL  
APPLICATION FOR HOUSING AND COMMUNITY DEVELOPMENT ACT FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1977 finds and declares that the future welfare of the nation and well-being of its citizens depend upon the establishment and maintenance of viable urban communities as social, economic, and political entities, and require systematic and sustained action by federal, state, and local governments to eliminate blight, conserve and renew older urban areas, to improve the living environment of low and moderate income families, and to develop new centers of population growth and economic activity, and

WHEREAS, the elimination of slum blight, the prevention of blighting influences, the deterioration of private property and neighborhood and community facilities are important and necessary to persons of low and moderate income and are the vital concerns under this legislation, and

WHEREAS, the elimination of conditions which are detrimental to the health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance and related activities are of vital concern to this city; now therefore,

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

1. That an application be made on behalf of the City of Stockton to the Department of Housing and Urban Development



STOCKTON CITY COUNCIL

for a grant in an amount authorized by Title I of the Housing and Community Development Act of 1977;

2. That said funds will be used to execute new and ongoing renewal and rehabilitation programs in the City of Stockton;

3. That the City Manager of the City of Stockton be and he is hereby authorized and directed to execute and file said application with the U.S. Department of Housing and Urban Development for allocations as recommended by the Stockton Community Development Committee as follows:

a. From the entitlement grant amount, estimated to be \$2,368,000.00 for the fifth year:

1. McKinley	\$1,097,000.00
2. Homestead/Jackson Addition	\$ 619,000.00
3. Fair Oaks	\$ 346,000.00
4. Moss Garden	\$ 250,000.00
5. Contingencies	\$ 56,000.00

b. The Urban Renewal surplus from the California A-25 Project (Sharps Lane Villa) presently in the amount of \$39,585.62; allocate all to contingencies.

4. That the City Manager of the City of Stockton be and he is hereby authorized and directed to provide additional information and to furnish such documents as may be required by said department, to execute all contracts, grant requisitions, documents and all amendments pertaining thereto, and to act as the authorized representative of the applicant;

Resolution No.....

STOCKTON CITY COUNCIL

5. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the regulation of the Department of Housing and Urban Development effectuting Title VI of the Civil Rights Act of 1964;

6. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the federal labor standards imposed under Title VII of the Housing and Community Development Act of 1977.

PASSED, APPROVED and ADOPTED this 29th day of January, 1979.

ARNOLD I. RUE, Mayor of the City of Stockton

ATTEST:

JOHN M. JARRETT, City Clerk of the City of Stockton

Distribution: Community Development/Urban Renewal

Ayes--- Councilmen Clayton, Madden, Nabors, O'Brien, ~~Paige~~, Ramos, Sousa, White Mayor Rue.

Noes---None. Absent---None. PAIGE

# STOCKTON CITY COUNCIL

RESOLUTION OF THE CITY OF STOCKTON  
APPROVING AND AUTHORIZING THE FILING OF THE SIXTH ANNUAL  
APPLICATION FOR HOUSING AND COMMUNITY DEVELOPMENT ACT FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1977 finds and declares that the future welfare of the nation and well-being of its citizens depend upon the establishment and maintenance of viable urban communities as social, economic, and political entities, and require systematic and sustained action by federal, state, and local governments to eliminate blight, conserve and renew older urban areas, to improve the living environment of low and moderate income families, and to develop new centers of population growth and economic activity, and

WHEREAS, the elimination of slum blight, the prevention of blighting influences, the deterioration of private property and neighborhood and community facilities are important and necessary to persons of low and moderate income and are the vital concerns under this legislation, and

WHEREAS, the elimination of conditions which are detrimental to the health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance and related activities are of vital concern to this city; now therefore,

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

1. That an application be made on behalf of the City of Stockton to the Department of Housing and Urban Development



for a grant in an amount authorized by Title I of the Housing and Community Development Act of 1977;

2. That said funds will be used to execute new and ongoing renewal and rehabilitation programs in the City of Stockton;

3. That the City Manager of the City of Stockton be and he is hereby authorized and directed to execute and file said application with the U.S. Department of Housing and Urban Development for allocations as recommended by the Stockton Community Development Committee as follows:

a. From the entitlement grant amount, estimated to be \$2,528,000.00 for the sixth year:

1.	McKinley	\$964,000
2.	Homestead/Jackson Addition	\$506,000
3.	Moss Gardens	\$487,000
4.	Fair Oaks/Searchlight	\$496,000
5.	Northern Stockton	\$100,000
6.	Nightingale/Montclair	\$100,000

b. In addition to the \$2,528,000 entitlement, the above budget includes \$125,000 reallocated from the relatively inactive Villa Addition project.

4. That the City Manager of the City of Stockton be and be is hereby authorized and directed to provide additional information and to furnish such documents as may be required by said department, to execute all contracts, grant requisitions, documents and all amendments pertaining thereto, and to act as the authorized representative of the applicant;



5. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the regulation of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964;

6. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the federal labor standards imposed under Title VII of the Housing and Community Development Act of 1977.

PASSED, APPROVED and ADOPTED this 25th day of  
February, 1980.

*Daniel A. O'Brien*

DANIEL A. O'BRIEN, Mayor  
of the City of Stockton

ATTEST:

*John M. Jarrett*  
JOHN M. JARRETT, City Clerk  
of the City of Stockton

Distribution:

Community Development/Renewal Div.  
Finance ✓  
City Mgr./J. Geer ✓

Ayes--Councilmembers Fass, Nabors, Rue,  
Sousa, White  
Noes--Clayton, Madden & O'Brien  
Absent--Paige

Resolution No. 38,050

# STOCKTON CITY COUNCIL

WHEREAS, on January 19, 1981, the City Council adopted Resolution No. 37,964, entitled "Resolution of the City of Stockton Approving and Authorizing the Filing of the Seventh Annual Application for Housing and Community Development Act Funds"; and,

WHEREAS, subsequent to the adoption of said resolution the City of Stockton has been notified by the Department of Housing and Urban Development that the City's 1981-82 entitlement grant under the Community Development Block Grant program has been reduced; and,

WHEREAS, it is necessary to amend said resolution to conform with the adjusted entitlement amount.

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

That paragraph 3 of Resolution No. 37,964, adopted by the City Council of the City of Stockton on January 19, 1981, is hereby amended to read as follows:

3. That the City Manager of the City of Stockton be and he is hereby authorized and directed to execute and file said application with the U. S. Department of Housing and Urban Development for allocations as follows:

From the entitlement grant estimated to be \$2,439,000:

a. McKinley	\$ 908,000
b. Homestead/Jackson Addition	475,500
c. Fair Oaks/Searchlight	466,000
d. Moss Gardens	396,500
e. Oak Park	96,500
f. Nightingale/Montclair	96,500

PASSED, APPROVED and ADOPTED this 23rd day of February, 1981.

*Daniel A. O'Brien*  
DANIEL A. O'BRIEN, Mayor of the City of Stockton

ATTEST:

*John M. Jarrett*  
JOHN M. JARRETT, City Clerk of the City of Stockton

Distribution:  
Community Dev./Renewal  
Finance

Ayes---Councilmembers Fass, Madden, Nabors, Rue, Sousa and Mayor O'Brien.  
Noes---None.  
Absent-Councilmembers Clayton, Paige and White.

Agenda Report No. 9  
February 23, 1981

# RESOLUTION AMENDING 1981-82 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

There will be a resolution available amending the fiscal 1981-82 block grant application. This change is necessitated by a reduction in Stockton's entitlement grant amount by HUD.

## DISCUSSION

On January 19, 1981, after a public hearing, the Council adopted a resolution authorizing the City Manager to submit Stockton's 1981-82 application for Community Development Block Grant funds. HUD furnishes the City with the entitlement grant amount and the estimated entitlement grant of \$2,528,000 was allocated by the Council, upon recommendation of the Stockton Community Development Committee, to six Community Development Block Grant projects (McKinley, Homestead/Jackson, Fair Oaks/Searchlight, Moss Gardens, Oak Park and Nightingale/Montclair). Subsequent to the adoption of this resolution, the Department of Housing and Urban Development has notified the City that its entitlement grant for 1981-82 has been reduced from \$2,528,000 to \$2,439,000, a reduction of \$89,000.

It is not unusual for the entitlement grant to change, even up to the point of application approval, which is July 1 of each year. It is unusual, however, that the reduction would be this large. The reason given by the area office of HUD is that while the Block Grant Program budget has remained virtually the same, more cities have become eligible thereby reducing the grant of others.

Since there are no contingencies built into the application budget, it is felt the only fair way to handle this is to reduce each projects allocations on a pro rata basis. In other words, the \$89,000 reduction represents approximately 3.5% of the previous entitlement grant; therefore, we have reduced each project allocation by this 3.5%. This will result in new allocations as follows:

<u>Project</u>	<u>From</u>	<u>To</u>
McKinley	\$ 941,000	\$ 908,000
Homestead/Jackson	493,000	475,500
Fair Oaks/Searchlight	483,000	466,000
Moss Gardens	411,000	396,500
Oak Park	100,000	96,500
Nightingale/Montclair	100,000	96,500
	<hr/> \$2,528,000	<hr/> \$2,439,000



Agenda Report No. 9  
February 23, 1981

The Community Development Block Grant application is currently being prepared and must be submitted to the State Clearinghouse prior to the end of February 1981.

RECOMMENDATION

Adopt resolution adjusting Community Development Block Grant allocations as outlined above.

Resolution No. 39082

**STOCKTON CITY COUNCIL**

RESOLUTION OF THE CITY OF STOCKTON APPROVING AND  
AUTHORIZING THE FILING OF THE 1982-83 COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FINAL STATEMENT OF COMMUNITY  
DEVELOPMENT OBJECTIVES AND PROJECTED USE OF FUNDS

WHEREAS, Title I of the Housing and Community Development Act of 1977 finds and declares that the future welfare of the nation and well-being of its citizens depend upon the establishment and maintenance of viable urban communities as social, economic, and political entities, and require systematic and sustained action by federal, state, and local governments to eliminate blight, conserve and renew older urban areas, to improve the living conditions and environment of low and moderate income families, and to develop new centers of population growth and economic activity; and,

WHEREAS, the elimination of slum blight, and prevention of blighting influences, the prevention of deterioration of private property and neighborhood and community facilities are important to the welfare of the community, and of utmost importance and necessity to persons of low and moderate income and are the vital concerns under this legislation; and,

WHEREAS, the elimination of conditions which are detrimental to the health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, community development and related activities are of vital concern to this city; now, therefore,

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

1. That a "Final Statement of Community Development Objectives and Projected Use of Funds" be made on behalf of the City of Stockton to the Department of Housing and Urban Development for a grant in an amount authorized by Title I of the

Resolution No.....

# STOCKTON CITY COUNCIL

Housing and Community Development Act of 1974, as amended;

2. That said funds will be used to aid ongoing renewal and rehabilitation programs in the City of Stockton;

3. That the City Manager of the City of Stockton be and he is hereby authorized and directed to execute and file said "Final Statement of Community Development Objectives and Projected Use of Funds" with the U. S. Department of Housing and Urban Development for allocation as recommended in the "Final Statement of Community Development Objectives and Projected Use of Funds".

From the Community Development Block Grant entitlement grant and Community Development Block Grant Income:

McKinley	\$ 807,000
Homestead/Jackson Addition	417,000
Fair Oaks	417,000
Moss Gardens	355,000
Oak Park	124,000
Nightingale/Montclair	97,000

TOTAL ALLOCALTION \$2,217,800

4. That the City Manager of the City of Stockton be and he is hereby authorized and directed to make available to the public the "Final Statement of Community Development Objectives and Projected Use of Funds" and to provide additional information and to furnish such documents as may be required by said department, to execute all contracts, grant requisitions, documents and all amendments pertaining thereto; and to act as the authorized representative of the applicant;

5. That the United States of America and the Secretary of the Department of Housing and Urban Development be, and they are hereby assured of full compliance by the applicant with the regulation of the Department of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964;



Resolution No.....

# STOCKTON CITY COUNCIL

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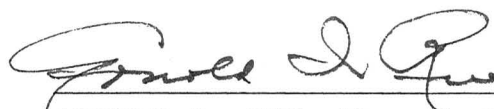
6. That the United States of America and the Secretary of Housing and Urban Development be, and they are hereby assured full compliance by the applicant with the federal labor standards imposed under Title VII of the Housing and Community Development Act of 1977.

PASSED, APPROVED AND ADOPTED this 17th day of May, 1982.

ATTEST:



JOHN M. JARRETT, CITY CLERK  
of the City of Stockton



ARNOLD I. RUE, Mayor of  
the City of Stockton

Distribution:

Finance ✓

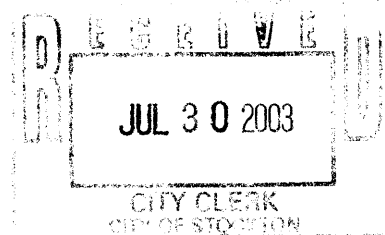
Community Dev./Renewal ✓

Ayes---Councilmembers Clayton, Fass, Herbert, Nabors,  
Parkinson, Rink, [REDACTED], White and Mayor Rue.

Noes---None.

Absent---[REDACTED] SOUSA

STOCKTON CITY COUNCIL



C-90-081 (NP)

## AMENDMENT OF LOAN TERMS MANHATTAN PLAZA PROJECT

This Amendment of Terms, related to the Manhattan Plaza Project, an affordable housing project, is made as of JUN 24 2003, by and between the Redevelopment Agency of the City of Stockton, a public body, corporate and politic ("Agency"), and the City of Stockton, a charter city and municipal corporation ("City").

### RECITALS

A. On June 4, 1990, the City and ACLC, a public benefit non-profit corporation, entered into a loan agreement under which the City provided Community Development Block Grant Funds ("CDBG") to ACLC for the development of infrastructure in the Manhattan Plaza subdivision, an affordable housing project.

B. The loan agreement was amended subsequently on several occasions (collectively, the "ACLC Loan").

C. On June 29, 1999, the City Council ("Council") and Agency by Resolutions 99-0309 and R99-019 approved the Agency's assumption of the ACLC Loan and authorizing execution of the Assignment and Assumption Agreement between the Agency and ACLC, with the City consenting to the assignment.

### AGREEMENT TO AMEND TERMS OF REPAYMENT OF ACLC LOAN

1. Section 3.01 (F) and 3.02 (E) of the assumed ACLC Loan require payment to the City upon the sale of each developed lot. The City and Agency hereby agree that payment to the City shall be due from the Agency only upon the receipt of sufficient tax increment generated from the Merged South Stockton Redevelopment Project Area.

2. The Agency shall prepare and execute a promissory note in favor of the City, evidencing the repayment obligation.

3. All other terms and conditions shall remain in full force and effect.

4. The undersigned represent and warrant they are each duly authorized by the parties to execute this agreement.

CITY OF STOCKTON



City Manager

REDEVELOPMENT AGENCY



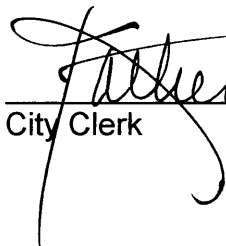
Executive Director

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY



Assistant City Attorney

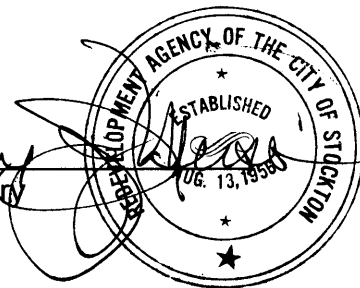
ATTEST



City Clerk




Agency Secretary



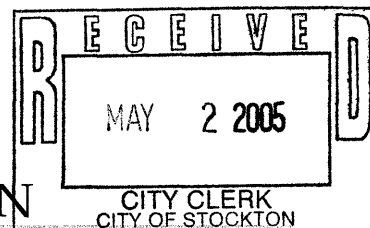
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## CITY OF STOCKTON

## OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
www.stocktongov.com



REPLY TO: \_\_\_\_\_

DATE: April 26, 2005

TO: KATHERINE GONG MEISSNER, City Clerk  
KATHERINE GONG MEISSNER, Secretary, Redevelopment Agency

FROM: PAULA CAZALE, Executive Assistant

RE: LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND THE  
REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON--  
CONTINUATION OF REDEVELOPMENT ACTIVITIES RELATED  
TO REVITALIZATION OF DOWNTOWN STOCKTON

Attached is a fully executed Loan Agreement dated April 12, 2005. Said Loan Agreement was authorized by City Council Resolution No. 05-0146, adopted on April 12, 2005, and Redevelopment Agency Resolution No. R05-013, adopted on April 12, 2005.

Please retain said Loan Agreement in your files.

OFFICE OF THE CITY ATTORNEY

By   
PAULA CAZALE  
EXECUTIVE ASSISTANT

PC:plc

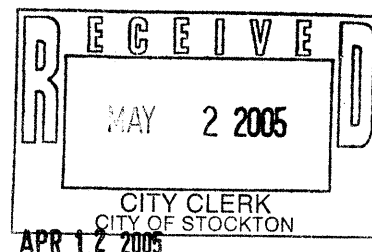
Attachment

cc: Administrative Services Dept. (Attn: Mark Moses)  
Housing & Redevelopment Dept. (Attn: Kitty Walker)

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## LOAN AGREEMENT

This Loan Agreement is made and entered into on \_\_\_\_\_, by  
and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a  
public body, corporate and politic, hereinafter referred to as "AGENCY," and the CITY  
OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the Council for the CITY has adopted a Redevelopment Plan for the  
West End Redevelopment Project Area for the purpose of eliminating blight and  
promoting redevelopment of the area; and

WHEREAS, the AGENCY has undertaken various redevelopment projects in the  
West End Redevelopment Project Area; and

WHEREAS, CITY, in recognition of the importance of completing current West  
End redevelopment projects, is agreeable to loaning the AGENCY the necessary funds  
in order to meet expenditures associated with redevelopment projects;

NOW, THEREFORE, in consideration of these premises and the following terms  
and conditions, the parties hereto agree as follows:

1. CITY shall loan AGENCY the following monies:
  - (a) \$146,800 for expenditures associated within the West End  
Redevelopment Project Area for the Union Pacific project;
  - (b) All monies outstanding and unpaid by AGENCY shall accrue no  
interest.
2. AGENCY shall repay CITY \$146,800 upon receipt of cost recovery funds  
from responsible parties.

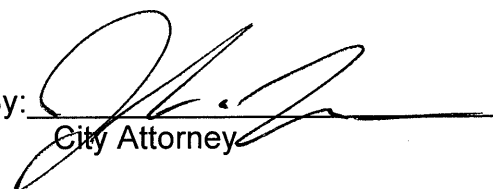
3. This agreement may be amended only by written agreement executed by the parties.

In witness whereof, the parties have executed this Loan Agreement on the date first above written.

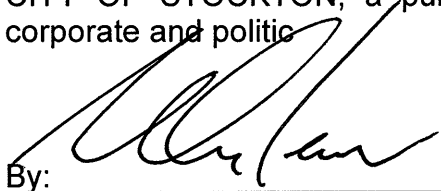
ATTEST:

By:  

APPROVED AS TO FORM  
RICHARD E. NOSKY, JR  
CITY ATTORNEY

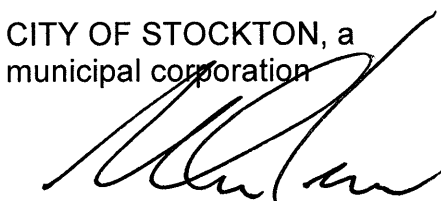
By:   
City Attorney

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
corporate and politic

By:   
MARK LEWIS  
EXECUTIVE DIRECTOR

"AGENCY"

CITY OF STOCKTON, a  
municipal corporation

By:   
MARK LEWIS  
CITY MANAGER

"CITY"

**MEMORANDUM**

June 5, 2007

TO: Kimberly Trammel, Senior Administrative Analyst  
City Manager's Office

ROUTE TO: Susan Jamison, Senior Accountant  
Administrative Services Department

FROM: Erin Mettler, Program Manager II  
Housing Department

SUBJECT: **TRANSFER OF FUNDS FROM CDBG TO REDEVELOPMENT AGENCY  
FOR THE UNION PACIFIC REDEVELOPMENT PROJECT AND CLEAN  
UP OF CDBG/REDEVELOPMENT AGENCY LOANS**

On April 12, 2005, City Council (Resolution 05-0146) and Redevelopment Agency (Resolution R05-013) approved a loan in the amount of \$146,800 from the City's Community Development Block Grant (CDBG) Fund 052 to the West End Fund 334 for legal and professional special costs associated with clean up of the Union Pacific site under the Polanco Act. In addition, on June 7, 2005, the City Council (Resolution 05-0240) and Redevelopment Agency (Resolution R05-024) approved an additional \$289,922 loan as part of both the Agency's and CDBG's annual budgets. Per the terms of both loan agreements, funds are to be transferred as expenditures are incurred.

Currently, the Agency has incurred \$436,722.00 in legal and professional special costs, \$68,859.71 of which has been previously transferred. It is therefore requested that **\$367,862.29** be transferred from CDBG Account Number **052-8226-992.93-34** to Redevelopment Account Number **334-0000-492.90-52**. This transfer represents the final transaction in the Union Pacific Redevelopment Project loan.

In order to clean up the remaining loans from CDBG to Redevelopment, please complete the following transactions:

- 1) Delete the \$350,000 budgeted in Account Nos. 334-8226-431.90-52 and 052-8226-931.93-34
- 2) Set up Account Nos. 334-8226-<sup>931</sup>~~401~~.90-54 and 054-8226-<sup>431</sup>~~934~~.93-34
- 3) Book the final Union Pacific loan amount of \$436,722 as a long-term loan to be repaid to the 054 Fund from the 334 Fund using the accounts set up in step 2.

Memo to Kimberly Trammel/Susan Jamison  
June 5, 2007  
Page 2

- 4) Reduce the Budget in Account Nos. 052-8226-992.93-34 and 334-0000-492.90-52 to \$451,874.20, which represents the total amount transferred in FY 2006/07 for Union Pacific loan and the remaining amount for the Fremont Park Planning Loan (\$66,857).

As a note of clarification, the Fremont Park Loan was originally budgeted in the CDBG Administration account in HTE, but was not considered an administration project in IDIS, therefore it should be budgeted and ultimately paid from a CDBG project account, such as 052-8226.

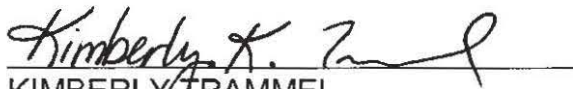
Should you have any questions, please contact me at extension 8794.

LAURIE MONTES, DIRECTOR  
HOUSING DEPARTMENT



ERIN METTLER  
PROGRAM MANAGER II

APPROVED BY CITY MANAGER'S OFFICE:



KIMBERLY TRAMMEL  
SENIOR ADMINISTRATIVE ANALYST

Attachments

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TIME

PROOFS

SLIPS

ORDINANCE NO. 3449-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

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

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose, and that same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

Being portions of Market Street, Commerce Street, Madison Street and Main Street in the City of Stockton, San Joaquin County, California, as shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, said portions being more particularly described as follows:

PARCEL NO. 1 being all that portion of said Market Street extending from the westerly boundary of Commerce Street westerly to the easterly boundary of Madison Street as shown on said Map of Survey, containing 0.422 acres, more or less.

PARCEL NO. 2 being all that portion of said Commerce Street, more particularly described as follows:

Beginning at the intersection of the southerly boundary of Main Street and the westerly boundary of Commerce Street as shown on said Map of Survey; thence North 78° 22' 49" East, 14.80 feet along the easterly projection of the said southerly boundary of Main Street to a point 66.00 feet westerly of, measured at right angles to the easterly boundary of said Commerce Street; thence South 11° 38' 58" East, 613.55 feet parallel with said easterly boundary; thence along the arc of a curve to the right having a radius of 20 feet, a central angle of 112° 54' 30", an arc length of 39.41 feet, and a chord bearing South 44° 48' 17" West, 33.34 feet; thence North 78° 44' 28" West, 16.07 feet to the westerly end of the 20 foot radius round corner curve shown on said Map of Survey at the northwesterly corner of Washington Street and said Commerce Street; thence along the boundary of Commerce Street; (1) from a tangent bearing South 78° 44' 28" East, along the arc of a curve to the left having a radius of 20 feet, a central angle of 112° 54' 30", an arc length of 39.41 feet, and a chord bearing North 44° 48' 17" East, 33.34 feet, and (2) North 11° 38' 58" West, 607.31 feet to the point of beginning, containing 0.218 acres, more or less.

PARCEL NO. 3 being all that portion of said Madison Street, more particularly described as follows:

Beginning at the intersection of the northerly boundary of Main Street and the easterly boundary of said Madison Street, as shown on said Map of Survey; thence along said easterly boundary: (1) South  $11^{\circ} 39' 58''$  East, 617.08 feet, and (2) along the arc of a curve to the left having a radius of 20 feet, a central angle of  $86^{\circ} 43' 02''$ , an arc length of 30.27 feet, and a chord bearing South  $55^{\circ} 01' 29''$  East, 27.46 feet; thence leaving said boundary: (1) South  $81^{\circ} 37'$  West, 3.11 feet, (2) along the arc of a curve to the right having a radius of 20 feet, a central angle of  $83^{\circ} 41' 03''$ , an arc length of 29.21 feet, and a chord bearing North  $56^{\circ} 32' 29''$  West, 26.68 feet, (3) along the arc of a curve to the left having a radius of 1,060 feet, a central angle of  $04^{\circ} 18' 22''$ , an arc length of 79.67 feet, and a chord bearing North  $16^{\circ} 51' 08''$  West, 79.65 feet, and (4) along the arc of a curve to the right having a radius of 1,040 feet, a central angle of  $07^{\circ} 20' 21''$ , an arc length of 133.22 feet, and a chord bearing North  $15^{\circ} 20' 09''$  West, 133.13 feet to a point 62.00 feet easterly of, measured at right angles to the westerly boundary of said Madison Street; thence North  $11^{\circ} 39' 58''$  West, 405.80 feet along a line parallel with said westerly boundary to a point on the westerly projection of said northerly boundary of Main Street; thence North  $78^{\circ} 22' 49''$  East, 18.80 feet along said projection to the point of beginning, containing 0.236 acres, more or less

PARCEL NO. 4 being all that portion of Main Street, more particularly described as follows:

Beginning at the intersection of the east line of Madison Street with the north line of said Main Street as shown on said Map of Survey; thence North  $78^{\circ} 22' 49''$  East, 243.17 feet along said north line to a point bearing South  $78^{\circ} 22' 49''$  West, 60.17 feet along said north line from the intersection of said line with the west line of Commerce Street as shown on said map; thence South  $11^{\circ} 37' 11''$  East, 60.60 feet to a point on the south line of said Main Street; thence South  $78^{\circ} 22' 49''$  West, 243.12 feet along said south line to said east line of Madison Street; thence North  $11^{\circ} 39' 58''$  West, 60.60 feet along said line to the point of beginning, containing 0.338 acres, more or less.

Reserving as a public utility easement the south 38 feet of above-described PARCEL NO. 1 and all of above-described PARCEL NO. 2 and PARCEL NO. 3.

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of SEVENTY-NINE THOUSAND THREE HUNDRED TWENTY-THREE AND NO/100 (\$79,323.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. That the Planning Commission of the City of Stockton has found and determined that said conveyance is in conformance with the adopted General Plan, pursuant to Section 65402(a) of the Government Code of the State of California.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purpose hereof, and

the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. This ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.



CERTIFICATE

This is to certify that Ordinance No. 3449-C.S. was passed to print by the City Council of the City of Stockton, on the 9th day of March 1981, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, White and Vice-Mayor Sousa.

Noes – Councilmen None.

Absent – Councilmen Mayor O'Brien.

Stockton, Cal., March 9, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that on the 13th day of March, 1981, I caused Ordinance No. 3449-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., March 16, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3449-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 16th day of March, 1981, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, Sousa, White and Mayor O'Brien.

Noes – Councilmen None.

Absent – Councilmen None.

Stockton, Cal., March 16, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3449-C.S. of the City Council of the City of Stockton is hereby signed by me this 16th day of March 1981.

Attest: John M. Jarrett City Clerk of the City of Stockton Daniel C. O'Brien Mayor of the City of Stockton



1 TIME  
2 PROOFS  
50 SLIPS

ORDINANCE NO. 3492-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

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

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose and that the same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

*See Deed 2255-81*

Being a portion of the 80.322 acre parcel of land in the City of Stockton, San Joaquin County, California, shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, said portion being more particularly described as follows:

Commencing at the northwest corner of Weber Avenue and Edison Street as shown on said Map of Survey; thence North 78° 22' 11" East 1.00 foot along the north line of said Weber Avenue to a point, said point being the TRUE POINT OF BEGINNING, said point also being the southeast corner of the 1.00 foot wide abandonment of the westerly 1.00 foot of Edison Street, by City of Stockton, City Council Resolution No. 7836, dated July 26, 1926; thence North 11° 40' West 230.34 feet along the east line of said abandoned portion of Edison Street; thence leaving said east line, (1) North 76° 32' 21" East 47.15 feet, (2) South 43° 27' 39" East 21.94 feet, (3) North 76° 32' 21" East 209.57 feet, (4) North 81° 36' 49" East 88.87 feet, (5) from a tangent bearing South 36° 13' 37" East along the arc of a curve to the left having a radius of 30 feet, a central angle of 152° 09' 34" an arc length of 79.67 feet, and a chord bearing North 67° 41' 36" East 58.24 feet, (6) North 08° 23' 11" West 15.00 feet, (7) North 81° 36' 49" East 84.36 feet, (8) North 86° 07' East 128.58 feet, (9) North 78° 22' 11" East 37.09 feet, (10) North 86° 07' East 54.08 feet, (11) from a tangent bearing South 06° 37' 22" East along the arc of a curve to the left having a radius of 90 feet, a central angle of 71° 25' 46", an arc length of 112.20 feet, and a chord bearing South 42° 20' 15" East 105.08 feet, and (12) South 11° 37' 49" East 160.00 feet to a point on a line 72.00 feet northerly of, measured at right angles to, and parallel with the south line of said Weber Avenue; thence South 78° 22' 11" West 770.76 feet along said line to a point on the southerly projection of said east line of



said abandoned portion of Edison Street; thence North  $11^{\circ} 40'$  West 39.10 feet along said projection to the TRUE POINT OF BEGINNING, containing 4.509 acres, more or less.

EXCEPTING THEREFROM all of Block "B" and Block "C" within the boundary of the above described parcel, said blocks having a total combined area of 2.094 acres, more or less.

The net remaining area after the exception is 2.415 acres, more or less.

RESERVING THEREFROM an easement for railroad purposes described as follows:

Commencing at the northwest corner of Weber Avenue and Edison Street as shown on said Map of Survey; thence North  $78^{\circ} 22' 11''$  East 1.00 foot along the north line of said Weber Avenue to the southeast corner of the 1.00 foot wide abandonment of the westerly 1.00 foot of Edison Street by City of Stockton, City Council Resolution No. 7836, dated July 26, 1926; thence South  $11^{\circ} 40'$  East 39.10 feet along the southerly projection of the east line of said abandonment to a point, said point being the TRUE POINT OF BEGINNING, said point also being a point on a line 72.00 feet northerly of, measured at right angles to, and parallel with the south line of said Weber Avenue; thence North  $11^{\circ} 40'$  West 83.35 feet along said projection and said east line; thence leaving said east line, (1) South  $66^{\circ} 00'$  East 66.54 feet, (2) South  $77^{\circ} 00'$  East 30.21 feet, (3) North  $78^{\circ} 22' 11''$  East 186.00 feet, (4) along the arc of a curve to the right having a radius of 600 feet, a central angle of  $10^{\circ} 37' 49''$ , an arc length of 111.32 feet and a chord bearing North  $83^{\circ} 41' 06''$  East 111.16 feet, (5) along the arc of a curve to the left having a radius of 500 feet, a central angle of  $09^{\circ} 00'$ , an arc length of 78.54 feet, and a chord bearing North  $84^{\circ} 30'$  East 78.46 feet, (6) North  $80^{\circ} 00'$  East 80.00 feet, and (7) along the arc of a curve to the right having a radius of 500 feet, a central angle of  $10^{\circ} 32' 48''$ , an arc length of 92.04 feet, and a chord bearing North  $85^{\circ} 16' 24''$  East 91.91 feet to a point on said line 72 feet northerly of and parallel with the south line of Weber Avenue; thence South  $78^{\circ} 22' 11''$  West 627.40 feet along said line to the TRUE POINT OF BEGINNING.

ALSO RESERVING THEREFROM an easement for water line purposes described as follows:

Commencing at the northwest corner of Weber Avenue and Edison Street as shown on said Map of Survey; thence North  $78^{\circ} 22' 11''$  East 1.00 foot along the north line of said Weber Avenue to a point, said point being the southeast corner of the 1.00 foot wide abandonment, of the westerly 1.00 foot of Edison Street, by City of Stockton, City Council Resolution No. 7836, dated July 26, 1926; thence South  $11^{\circ} 40'$  East 39.10 feet, along the southerly projection of the east line of said westerly 1.00 foot of Edison Street, to a point on a line 72.00 feet northerly of, measured at right angles to, and parallel with the south line of Weber Avenue as shown on said Map of Survey; thence North  $78^{\circ} 22' 11''$  East 68.75 feet along said parallel line to the TRUE POINT OF BEGINNING; thence South  $78^{\circ} 22' 11''$  West 20.00 feet along said parallel line; thence leaving said line, (1) North  $11^{\circ} 40'$  West 60.03 feet, (2) South  $78^{\circ} 20'$  West 36.75 feet, (3) North  $11^{\circ} 40'$  West 11.00 feet, and (4) South  $78^{\circ} 20'$  West 12.00 feet to a point on said east line of said westerly 1.00 foot of Edison Street; thence North  $11^{\circ} 40'$  West 20.00 feet along said east line; thence leaving said line, (1) North  $78^{\circ} 20'$  East 12.00 feet, (2) North  $11^{\circ} 40'$  West 122.00 feet, and (3) South  $78^{\circ} 20'$  West 12.00 feet to a point on said east line of said westerly 1.00 foot of Edison Street; thence North  $11^{\circ} 40'$  West 20.00 feet along said east line; thence leaving said line, (1) North  $78^{\circ} 20'$  East 12.00 feet, (2) North  $11^{\circ} 40'$  West 36.82 feet, (3) North  $76^{\circ} 32' 21''$  East 20.01 feet, (4) South  $11^{\circ} 40'$  East 190.44 feet, (5) North  $78^{\circ} 20'$  East 36.75 feet, and (6) South  $11^{\circ} 40'$  East 80.04 feet to the TRUE POINT OF BEGINNING.

ALSO RESERVING THEREFROM an easement for gas main purposes described as follows:

PARCEL I

A strip of land ten (10) feet in width extending from the southerly boundary line of the above described parcel to the general northerly boundary line of the above described parcel, the center line of said strip being described as follows:

Beginning at a point in the southerly boundary line of said parcel 53.8 feet easterly from the southwest corner of said parcel; thence North 11° 40' West approximately 275 feet to the general northerly boundary line of said parcel.

PARCEL II

A strip of land ten (10) feet in width lying contiguous to and southerly of the following described line:

Beginning at the northwest corner of the above described parcel; thence North 26° 32' 21" East 47.15 feet. (The southerly line of said strip shall be lengthened so as to terminate at its westerly terminus in the westerly boundary line of said parcel and at its easterly terminus in the general northerly boundary line of said parcel.)

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of FIVE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED EIGHTY-SEVEN AND NO/100 (\$525,987.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. Certification of conformity to the General Plan by the Planning Commission was accomplished by approval of the amended West End Redevelopment Plan.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. That this ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.



CERTIFICATE

This is to certify that Ordinance No. 3492-C.S. was passed to print by the City Council of the City of Stockton, on the 13th day of July 1981, by the following vote:

Ayes – Councilmen Clayton, Fass, Paige, Rue, Sousa and Mayor O'Brien.

Noes – Councilmen None

Absent – Councilmen Madden, Nabors and White

Stockton, Cal., July 13, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that on the 17th day of July, 1981, I caused Ordinance No. 3492-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., July 20, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3492-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 20th day of July, 1981, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, Sousa, White, and Mayor O'Brien.

Noes – Councilmen None

Absent – Councilmen None

Stockton, Cal., July 20, 1981. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3492-C.S. of the City Council of the City of Stockton is hereby signed by me this 20th day of July 1981.

Attest: John M. Jarrett City Clerk of the City of Stockton Daniel A. O'Brien Mayor of the City of Stockton



Agenda Report No. 50  
November 17, 1980

WEST END REDEVELOPMENT STREET ABANDONMENT, PARCEL MAP AND  
CONVEYANCE

This is the time set for a Public Hearing on the abandonment of portions of Tuleburg Levee, Weber Avenue and Lincoln Street. At the conclusion of said hearing three actions will be available for your consideration as follows:

1. Resolution approving the abandonment of the public rights of way within the subject area;
2. Resolution authorizing the preparation, execution by the Mayor and the City Clerk on behalf of the Council and recordation of a lot line adjustment parcel map relating to the subject area;
3. Ordinance authorizing the conveyance of the City owned portions of the subject area to the Redevelopment Agency.

DISCUSSION

In May of 1980 the Council and Redevelopment Agency approved a Redevelopment Contract with Schmitz Development Inc. providing, among other things, for the sale of land to SDI in the expanded Downtown Redevelopment Project. On October 6, 1980 Council approved the Urban Development Action Grant Contract with HUD which will provide for the most part the funds for implementation of this project.

SDI is ready to acquire, in accordance with the terms of the Redevelopment contract, the first parcel to be developed in the project. Portions of this property which includes the Eureka warehouse at 445 W. Weber Avenue is presently owned by both the City of Stockton and the Redevelopment Agency. The building which is listed in the National Register of Historical Places will be rehabilitated by SDI at an approximate cost of 3.6 million dollars for use as specialty shops, restaurant and office space. The provision of parking and a central plaza for the entire project will require the abandonment of certain portions of Weber Avenue, Lincoln Street and Tuleburg Levee which are owned in fee by the City. This parcel configuration consisting of 2.69 acres is shown on the attached map and will provide the area for this development in accordance with the approved Redevelopment Plan.

Agenda Report No. 50  
November 17, 1980

WEST END REDEVELOPMENT STREET ABANDONMENT -- Continued

A number of utility companies have facilities in the area to be abandoned. They have all approved the abandonment subject to the reservation of necessary easements. The entire area will be reserved as a public utility easement until such time as the specific location of utilities required to serve the project are finalized. Once the streets are abandoned it will then be possible to adjust the parcel boundaries by filing a parcel map. Having completed this, the City of Stockton can then sell its interest in the parcel to the Redevelopment Agency who in turn can dispose of the parcel to SDI in accordance with the Redevelopment Contract. The purchase price of the portions owned by the City of Stockton is \$432,551. This price is based on the appraised value of 5.00 per square foot. When the parcel is sold to SDI the same purchase price will be used. The City will receive payment when tax increment dollars for the project are available.

The immediate money generated from the sale of the parcel to SDI will be used by the Redevelopment Agency towards completing the remaining property acquisitions in the project.

Prior to taking action on this agenda item, the Redevelopment Agency will have considered three related items on this same subject. These items consist of the following:

1. Resolution authorizing the preparation, execution by the chairman and the secretary on behalf of the Redevelopment Agency and recordation of a lot line adjustment parcel map relating to the subject area;
2. Resolution setting the time and place for a Public Hearing to be held concerning the conveyance of the newly created parcel from the Redevelopment Agency to Schmitz Development Inc.;
3. Resolution approving preliminary plans for the rehabilitation of the Eureka Warehouse.

The separate consideration of the previously described actions are necessary due to the dual ownership of portions of the parcel. The purpose of these numerous actions is to create a parcel suitable for sale and development which is also consistent with the approved Redevelopment plan of the Expanded West End Project.

Agenda Report No. 50  
November 17, 1980

WEST END REDEVELOPMENT STREET ABANDONMENT - Continued

RECOMMENDATION

That the City Council take action as follows:

1. Adopt a resolution abandoning the subject street and levee area;
2. Adopt a resolution authorizing the preparation, execution and recordation of a lot line adjustment parcel map relating to the subject area;
3. Adopt an ordinance authorizing the conveyance of the City owned portions of the subject area to the Redevelopment Agency.

1 TIME  
2 PROOFS  
50 SLIPS

ORDINANCE NO. 3417-C.S.

1240  
AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

Be it ordained by the Council of the City of Stockton, as follows:

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose, and that same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

*See A - 2222-81*



Being a portion of the 80.322 acre parcel of land in the City of Stockton, San Joaquin County, California, shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, said portion being more particularly described as follows:

Commencing at the northeast corner of Block "F" shown on said Map of Survey; thence North  $11^{\circ} 42' 36''$  West 72.00 feet and North  $78^{\circ} 22' 11''$  East 4.50 feet along a line parallel with the south line of Weber Avenue to the TRUE POINT OF BEGINNING; thence (1) North  $11^{\circ} 37' 49''$  West 160.00 feet, (2) from a tangent bearing North  $78^{\circ} 03' 08''$  West along the arc of a curve to the right having a radius of 90 feet, a central angle of  $71^{\circ} 25' 46''$ , an arc length of 112.20 feet, and a chord bearing North  $42^{\circ} 20' 15''$  West 105.08 feet, (3) North  $86^{\circ} 07'$  East 195.92 feet, (4) from a tangent bearing South  $37^{\circ} 55' 37''$  West along the arc of a curve to the left having a radius of 30 feet, a central angle of  $193^{\circ} 57' 45''$ , an arc length of 101.56 feet, and a chord bearing South  $59^{\circ} 03' 15''$  East 59.56 feet, (5) North  $86^{\circ} 07'$  East 187.13 feet, (6) North  $86^{\circ} 32' 45''$  East 115.00 feet, (7) North  $26^{\circ} 32' 45''$  East 21.94 feet, (8) North  $86^{\circ} 32' 45''$  East 75.68 feet, (9) along the arc of a curve to the right having a radius of 100 feet, a central angle of  $66^{\circ} 49' 26''$ , an arc length of 116.63 feet, and a chord bearing South  $60^{\circ} 02' 32''$  East 110.13 feet, (10) South  $26^{\circ} 37' 49''$  East 78.10 feet to a point 72.00 feet northerly of measured at right angles to said south line of Weber Avenue as shown on said Map of Survey, and (11) South  $78^{\circ} 22' 11''$  West 674.65 feet along a line parallel with said south line to the TRUE POINT OF BEGINNING, containing 2.689 acres, more or less.

EXCEPTING THEREFROM Block "A", said Block "A", having a boundary more particularly described as follows:

Beginning at the southwest corner of said Block "A"; thence (1) North  $11^{\circ} 42' 36''$  West 101.00 feet along the west line thereof to the northwest corner of said block, (2) North  $78^{\circ} 22' 11''$  East 303.54 feet along the north line of said block to the northeast corner thereof, (3) South  $11^{\circ} 40' 46''$  East 101.00 feet along the east line of said Block to the southeast corner thereof and (4) South  $78^{\circ} 22' 11''$  West 303.49 feet along the south line of said Block "A" to the point of beginning, containing 0.704 acres, more or less.

ALSO EXCEPTING THEREFROM a portion of Block "B" as shown on said Map of Survey, said portion being more particularly described as follows:

Commencing at the northeast corner of said Block "F", thence North  $11^{\circ} 42' 36''$  West 262.60 feet to the northeast corner of said Block "B" and the TRUE POINT OF BEGINNING; thence South  $11^{\circ} 42' 36''$  East 28.37 feet along the east line of said block to a point on the boundary of the above described 2.689 acre parcel; thence from a tangent bearing North  $74^{\circ} 43' 32''$  West along said boundary on the arc of a curve to the right having a radius of 90 feet, a central angle of  $27^{\circ} 53' 21''$ , an arc length of 43.81 feet, and a chord bearing North  $60^{\circ} 46' 50''$  West 43.38 feet to a point on the north line of said block; thence North  $78^{\circ} 22' 11''$  East 32.77 feet along said north line to the TRUE POINT OF BEGINNING, containing 0.012 acres, more or less.

The net area remaining after the exceptions is 1.9730 acres, more or less.

Sec. 3. That the Planning Commission of the City of Stockton has found and determined that said conveyance is in conformance with the adopted General Plan, pursuant to Section 65402(a) of the Government Code of the State of California.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purpose hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. This ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.



CERTIFICATE

This is to certify that Ordinance No. 3417-C.S. was passed to print by the City Council of the City of Stockton, on the 17th day of November 1980, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, Sousa, White and Mayor O'Brien.

Noes – Councilmen None.

Absent – Councilmen None.

Stockton, Cal., November 17, 1980.

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that on the 21st day of November, 1980, I caused Ordinance No. 3417-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., November 24, 1980

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3417-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 24th day of November, 1980, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, Sousa, White and Mayor O'Brien.

Noes – Councilmen None.

Absent – Councilmen None.

Stockton, Cal., November 24, 1980

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3417-C.S. of the City Council of the City of Stockton is hereby signed by me this 24th day of November 1980.

Attest: John M. Jarrett  
City Clerk of the City of Stockton

Daniel A. O'Brien  
Mayor of the City of Stockton

1 TIME  
2 PROOFS  
50 SLIPS

ORDINANCE NO. 3506-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

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

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose and that the same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

Being a portion of Main Street and a portion of Edison Street, West of Center Street, City of Stockton, San Joaquin County, California, more particularly described as follows:

Beginning at the intersection of the east line of said Edison Street and the northeasterly boundary of the right-of-way for Mormon Channel as shown on that certain map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records; thence along said boundary, (1) from a tangent bearing North 73° 41' 12" West along the arc of a curve to the right having a radius of 420 feet, a central angle of 13° 18' 12", an arc length of 97.52 feet, and a chord bearing North 67° 02' 06" West, 97.30 feet, and (2) North 60° 23' West 3.89 feet to the southeast corner of that certain parcel of land described in deed to the State of California, recorded in Book of Official Records, Volume 3020, Page 171, San Joaquin County Records; thence along the boundary of said parcel, (1) along the arc of a curve to the right having a radius of 50 feet, a central angle of 84° 48' 31", an arc length of 74.01 feet, and a chord bearing North 17° 58' 45" West, 67.44 feet, (2) along the arc of a curve to the left having a radius of 50 feet, a central angle of 36° 05' 31", an arc length of 31.50 feet, and a chord bearing North 06° 22' 45" East, 30.98 feet, (3) North 11° 40' West, 89.96 feet, (4) South 78° 23' 19" West, 71.25 feet, (5) along the arc of a curve to the left having a radius of 50 feet, a central angle of 52° 46' 27", an arc length of 46.05 feet, and a chord bearing South 52° 00' 06" West, 44.44 feet, and (6) along the arc of a curve to the right having a radius of 50 feet, a central angle of 94° 00' 08", an arc length of 82.03 feet, and a chord bearing South 72° 36' 56" West, 73.14 feet to a point on said boundary of Mormon Channel; thence North 60° 23' West, 133.08 feet along said boundary to a point on the north line of said Main Street as shown on said Map of

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Survey; thence North 78° 23' 19" East, 283.86 feet along said north line to the point of intersection with the west line of said Edison Street; thence North 11° 40' West, 302.61 feet along said west line to the point of intersection with the south line of Weber Avenue, as shown on said Map of Survey; thence North 78° 22' 11" East, 80.8 feet along said south line to the point of intersection with the east line of said Edison Street; thence South 11° 40' East, 607.46 feet along said line to the point of beginning.

Containing 1.524 acres, more or less.

Reserving therefrom the following described parcel:

Beginning at the northwest corner of Block "G", said corner being the intersection of the south line of Weber Avenue with the east line of said Edison Street as shown on said Map of Survey; thence South 11° 40' East, 363.23 feet along said east line to the northwest corner of Block "L", said corner being the intersection of said east line with the south line of said Main Street as shown on said Map of Survey; thence leaving said east line, (1) South 78° 23' 19" West, 15.00 feet, (2) North 11° 40' West, 80.00 feet, (3) South 78° 20' West, 23.00 feet, (4) North 11° 40' West, 253.24 feet, and (5) South 78° 22' 11" West, 42.80 feet to a point on the west line of said Edison Street; thence North 11° 40' West, 30.00 feet along said west line to said south line of Weber Avenue; thence North 78° 22' 11" East, 80.80 feet along said south line to the point of beginning, containing 0.304 acres, more or less.

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100 (\$99,578.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. Certification of conformity to the General Plan by the Planning Commission was accomplished by approval of the amended West End Redevelopment Plan.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. That this ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.

CERTIFICATE

This is to certify that Ordinance No. 3506-C.S. was passed to print by the City Council of the City of Stockton, on the 28th day of September, 1981, by the following vote:

Ayes – Councilmen Clayton, Madden, Nabors, Paige, Rue, Sousa, White and Mayor O'Brien

Noes – Councilmen None

Absent – Councilmen Fass

Stockton, Cal., September 29, 1981

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that on the day of 1981, I caused Ordinance No. 3506-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., October 5, 1981.

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3506-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 5th day of October, 1981, by the following vote:

Ayes – Councilmen Clayton, Fass, Madden, Nabors, Paige, Rue, Sousa, White and Mayor O'Brien.

Noes – Councilmen None.

Absent – Councilmen None.

Stockton, Cal., October 5, 1981.

John M. Jarrett  
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3506-C.S. of the City Council of the City of Stockton is hereby signed by me this 5th day of October, 1981.

Attest: John M. Jarrett  
City Clerk of the City of Stockton

Daniel A. O'Brien  
Mayor of the City of Stockton

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1 TIME  
2 PROOFS  
50 SLIPS

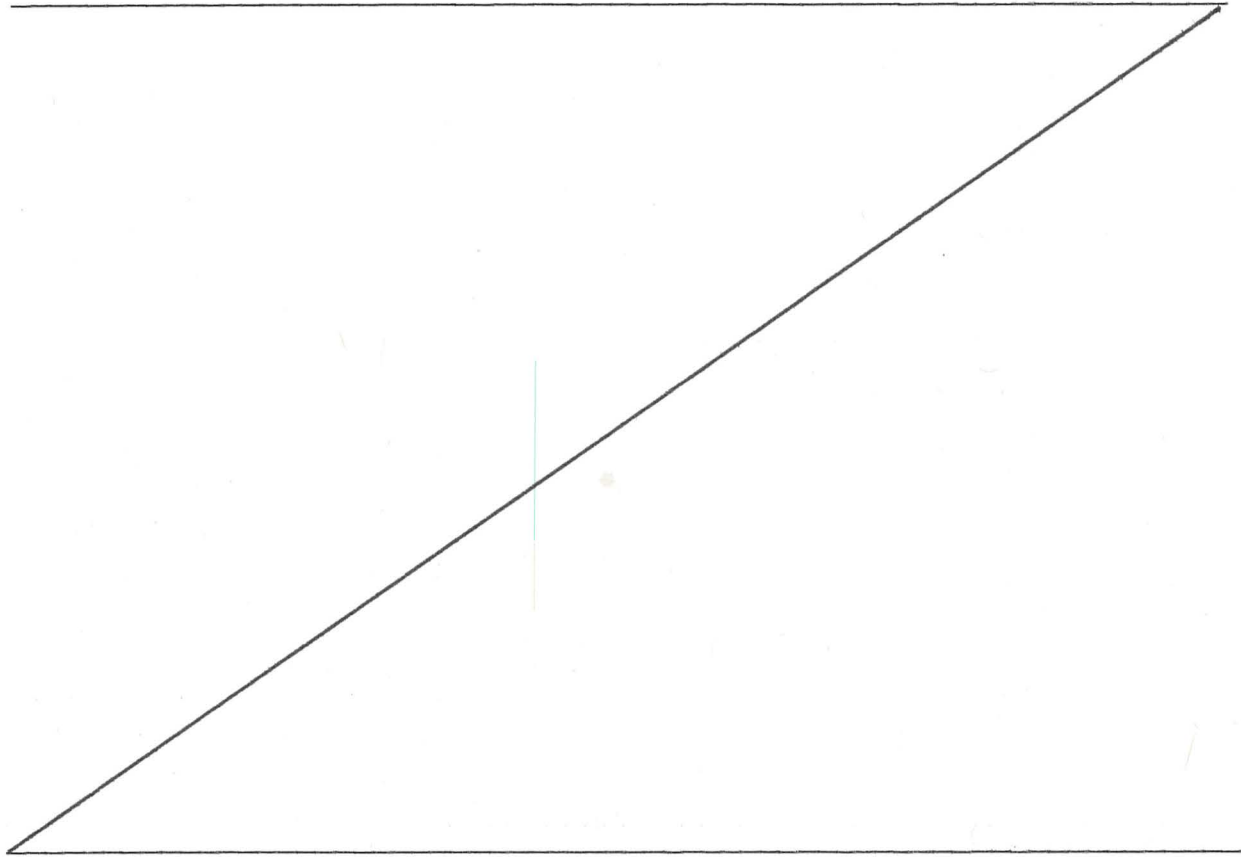
ORDINANCE NO. 3605-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

Be it ordained by the City Council of the City of Stockton, as follows:

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose and that the same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:





Being the street abandonment of portions of Main Street, Harrison Street and Market Street, West of Center Street, City of Stockton, San Joaquin County, California, as shown on that certain Map of Survey, filed for record in Book 27 of Surveys, at Page 186, San Joaquin County Records, said street abandonment being more particularly described as follows:

Beginning at the point of intersection of the east line of Harrison Street and the south line of Weber Avenue as shown on said Map of Survey, said point of intersection also being the northwest corner of Block "F" as shown on said Map of Survey; thence South  $78^{\circ} 22' 11''$  West 80.80 feet along the projection of the south line of Weber Avenue to the northeast corner of Block "G" as shown on said Map of Survey; thence South  $11^{\circ} 41' 21''$  East 302.73 feet along the west line of Harrison Street to the southeast corner of said Block "G"; thence South  $78^{\circ} 23' 19''$  West 303.30 feet along the north line of Main Street to the southwest corner of said Block "G"; thence South  $11^{\circ} 40'$  East 60.60 feet along the projection of the east line of Edison Street to the northwest corner of Block "L" as shown on said Map of Survey; thence North  $78^{\circ} 23' 19''$  East 303.33 feet along the south line of Main Street to the northeast corner of said Block "L"; thence South  $11^{\circ} 41' 21''$  East 303.28 feet along the west line of Harrison Street to the southeast corner of said Block "L"; thence South  $78^{\circ} 22' 37''$  West 131.72 feet along the north line of Market Street to the northeasterly right-of-way line of Mormon Channel as shown on said Map of Survey; thence along said northeasterly right-of-way line of Mormon Channel the following two (2) courses, (1) South  $85^{\circ} 23'$  East 189.70 feet, and (2) from a tangent bearing South  $85^{\circ} 23'$  East along the arc of a curve to the right having a radius of 300 feet, a central angle of  $06^{\circ} 10' 08''$ , an arc length of 32.30 feet, and chord bearing South  $82^{\circ} 17' 56''$  East 32.29 feet to a point, said point being on the east line of Harrison Street as shown on said Map of Survey; thence leaving said northeasterly right-of-way line of Mormon Channel, North  $11^{\circ} 41' 21''$  West 3.13 feet along the said east line of Harrison Street to the northwest corner of Block "O" as shown on said Map of Survey; thence North  $78^{\circ} 22' 37''$  East 302.79 feet along the south line of Market Street to the northeast corner of said Block "O"; thence North  $11^{\circ} 42' 36''$  West 60.60 feet along the projection of the west line of Lincoln Street to the southeast corner of Block "K" as shown on said Map of Survey; thence South  $78^{\circ} 22' 37''$  West 302.77 feet along the north line of Market Street to the southwest corner of said Block "K"; thence North  $11^{\circ} 41' 21''$  West 303.27 feet along the east line of Harrison Street to the northwest corner of said Block "K"; thence North  $78^{\circ} 23' 19''$  East 302.66 feet to the northeast corner of said Block "K"; thence North  $11^{\circ} 42' 36''$  West 60.60 feet along the projection of the west line of Lincoln Street to the southeast corner of said Block "F"; thence South  $78^{\circ} 23' 19''$  West 302.63 feet along the north line of Main Street to the southwest corner of said Block "F"; thence North  $11^{\circ} 41' 21''$  West 302.76 feet along the east line of Harrison Street to the northwest corner of said Block "F" and the point of beginning.



RESERVING as a Public Utility Easement portions of the hereinbefore described portions of Main Street, Harrison Street, and Market Street, said public utility easement being more particularly described as follows:

Beginning at the southwest corner of Block "K" as shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records; thence North  $78^{\circ} 22' 37''$  East 26.81 feet along the south line of said block; thence leaving said line, (1) North  $87^{\circ} 13' 42''$  East 29.85 feet, and (2) North  $78^{\circ} 22' 37''$  East 246.49 feet to a point on the west line of Lincoln Street produced; thence South  $11^{\circ} 41' 21''$  East 56.00 feet along said west line of Lincoln Street produced to the northeast corner of Block "O" shown on said Map of Survey; thence South  $78^{\circ} 22' 37''$  West 76.76 feet along the north line of said Block "O"; thence leaving said north line, (1) from a tangent bearing North  $81^{\circ} 27' 48''$  West along the arc of a curve to the left having a radius of 474.28 feet, a central angle of  $11^{\circ} 18' 30''$ , an arc length of 93.61 feet, and a chord bearing North  $87^{\circ} 07' 03''$  West 93.46 feet, (2) South  $87^{\circ} 13' 42''$  West 206.47 feet, (3) North  $11^{\circ} 41' 21''$  West 223.71 feet, and (4) South  $78^{\circ} 18' 39''$  West 12.40 feet to a point on the easterly boundary of Block "L" shown on said Map of Survey; thence along the boundary of said Block "L", (1) North  $11^{\circ} 41' 21''$  West 85.00 feet to the northeast corner of said block, and (2) South  $78^{\circ} 23' 19''$  West 304.56 feet to a point bearing South  $78^{\circ} 23' 19''$  West 1.23 feet from the northwest corner of said Block "L"; thence (1) North  $11^{\circ} 37' 49''$  West 52.23 feet, (2) North  $78^{\circ} 23' 19''$  East 335.41 feet, (3) South  $11^{\circ} 41' 21''$  East 343.56 feet, and (4) North  $87^{\circ} 13' 42''$  East 50.52 feet to a point on the west line of said Block "K"; thence South  $11^{\circ} 41' 21''$  East 4.18 feet along said west line to the point of beginning, containing 0.842 acres, more or less.

Also reserving unto the grantor all mineral rights including rights to oil, gas and other hydrocarbon substances, below a depth of 500 feet from the surface of said real property without the right of surface entry.

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of ONE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-FOUR AND NO/100 (\$184,834.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. Certification of conformity to the General Plan by the Planning Commission was accomplished by approval of the amended West End Redevelopment Plan.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. That this ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.

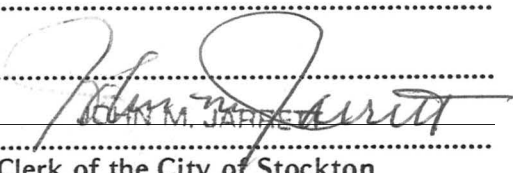
CERTIFICATE

This is to certify that Ordinance No. 3605-C.S. was passed to print by the City Council of the City of Stockton, on the 8th day of November 19.82, by the following vote:

Ayes – Councilmen Clayton, Fass, Herbert, Nabors, Parkinson, Ronk, Sousa, and Mayor Rue.

Noes – ~~Councilmen~~ None

Absent – Councilmen White

Stockton, Cal., November 8, 1982  
BY:  City Clerk of the City of Stockton

This is to certify that on the 13th day of November, 19.82, I caused Ordinance No. 3605-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., November 15, 1982  
 City Clerk of the City of Stockton

This is to certify that Ordinance No. 3605-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 15th day of November, 19.82, by the following vote:

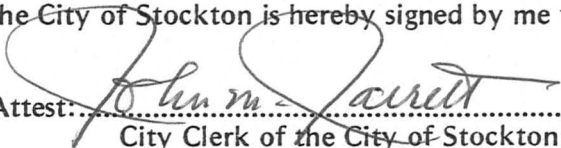
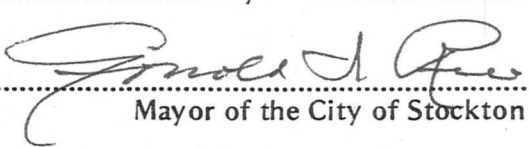
Ayes – Councilmen Clayton, Fass, Herbert, Nabors, Parkinson, Ronk, Sousa and Mayor Rue.

Noes – ~~Councilmen~~ None

Absent – Councilmen<sup>a</sup> White

Stockton, Cal., November 15, 1982  
 City Clerk of the City of Stockton

This is to certify that Ordinance No. 3605-C.S. of the City Council of the City of Stockton is hereby signed by me this 15th day of November, 19.

Attest:  City Clerk of the City of Stockton  
 Mayor of the City of Stockton



1 TIME

2 PROOFS

50 SLIPS

ORDINANCE NO. 3640-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

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

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose and that the same may be conveyed by the City of Stockton for the common benefit. D-2322-83

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

Being an abandoned portion of Lincoln Street, City of Stockton, San Joaquin County, California, said street being shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, said abandoned portion having a boundary, more particularly described as follows:

Beginning at the southeast corner of that portion of Block "O" shown on said Map of Survey; thence N. 11° 42' 36" W., 981.21 feet along the west line of said Lincoln Street as shown on said Map of Survey; thence leaving said west line, (1) from a tangent bearing S. 67° 39' 15" E., along the arc of a curve to the right having a radius of 20 feet, a central angle of 55° 56' 39", an arc length of 19.53 feet, and a chord bearing S. 39° 40' 56" E., 18.76 feet to a point 72 feet westerly of, measured at right angles to the east line of said Lincoln Street, (2) S. 11° 42' 36" E., 865.03 feet along a line parallel with said east line, and (3) leaving said parallel line S. 06° 39' 41" E., 100.00 feet to a point of beginning, containing 0.187 acres, more or less.

RESERVING a Public Utility Easement across a portion of the hereinbefore described abandoned portion of Lincoln Street, said Public Utility Easement being more particularly described as follows:

Commencing at the southeast corner of that portion of Block "O" shown on said Map of Survey; thence N. 11° 42' 36" W., 257.36 feet along the west line of said Lincoln Street to the northeast corner of said Block "O" and the TRUE POINT OF BEGINNING; thence N. 11° 42' 36" W., 56.00 feet continuing along said west line of Lincoln Street; thence leaving said west line, (1) N. 78° 22' 37" E., 8.80 feet to a point 72 feet westerly of, measured at right angles to the east line of said Lincoln Street, (2) S. 11° 42' 36" E., 56.00 feet along a line parallel with said east line to a point on the north line of said Block "O"



produced easterly, and (3) S. 78° 22' 37" W., 8.80 feet along said line produced, to the TRUE POINT OF BEGINNING.

ALSO RESERVING as an easement for railroad and public utility purposes all that portion of the above described 0.187 acre parcel lying northerly of a line described as follows:

Commencing at the northeast corner of Block "F" as shown on said Map of Survey; thence S. 11° 42' 36" E., 25.71 feet along the east line of said Block "F" to the true point of beginning of the herein described line; thence on a curve to the right having a radius of 444.28 feet, a long chord bearing S. 69° 11' 46.5" E., 10.44 feet, an arc distance of 10.44 feet to the east line of said 0.187 acre parcel.

ALSO RESERVING all mineral rights, including rights to oil, gas and other hydrocarbon substances, below a depth of 500 feet below the surface of the above-described real property without the right of surface entry.

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of TWENTY THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$20,230.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. Certification of conformity to the General Plan by the Planning Commission was accomplished by approval of the amended West End Redevelopment Plan.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. That this ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.

CERTIFICATE

This is to certify that Ordinance No. 3640-C.S. was passed to print by the City Council of the City of Stockton, on the 22nd day of February 1983, by the following vote:

Ayes – Councilmen Fass, Herbert, Nabors, Sousa, and Mayor Rue.

Noes – ~~Councilmen~~ None.

Absent – Councilmen Clayton, Parkinson, Ronk, and White.

Stockton, Cal., February 22, 1983. John M. Jarrett City Clerk of the City of Stockton

This is to certify that on the 28th day of February 1983, I caused Ordinance No. 3640-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton. Stockton, Cal., February 28, 1983. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3640-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 28th day of February 1983, by the following vote: Ayes – Councilmen Clayton, Fass, Herbert, Nabors, Parkinson, Ronk, Sousa, White, and Mayor Rue. Noes – ~~Councilmen~~ None. Absent – ~~Councilmen~~ None. Stockton, Cal., February 28, 1983. John M. Jarrett City Clerk of the City of Stockton

This is to certify that Ordinance No. 3640-C.S. of the City Council of the City of Stockton is hereby signed by me this 28th day of February 1983. Attest: John M. Jarrett City Clerk of the City of Stockton Gordon J. Rue Mayor of the City of Stockton



1 TIME2 PROOFS50 SLIPSORDINANCE NO. 3688-C.S.

AN ORDINANCE AUTHORIZING CONVEYANCE FROM THE CITY OF STOCKTON, A MUNICIPAL CORPORATION, TO THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, A PUBLIC BODY, CORPORATE AND POLITIC, OF CERTAIN REAL PROPERTY HEREINAFTER MORE PARTICULARLY DESCRIBED; DECLARING THAT THE SAME IS NO LONGER REQUIRED FOR ANY PUBLIC PURPOSE AND THAT THE SAME MAY BE CONVEYED AS SET FORTH HEREIN.

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

Sec. 1. It is hereby declared that the real property hereinafter more particularly described is no longer required for any public purpose and that the same may be conveyed by the City of Stockton for the common benefit.

Sec. 2. That the City of Stockton hereby conveys the following described real property to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic. The real property hereby authorized to be conveyed is more particularly described as follows, to wit:

Being a portion of abandoned Main Street, City of Stockton, San Joaquin County, California, said street being a portion of the 80.322 acre parcel of land in said City shown on that certain Map of Survey, filed in Book of Surveys, Volume 27, Page 186, San Joaquin County Records, said portion of Main Street (abandoned) is more particularly described as follows:

Beginning at the southwest corner of Block "E" as shown on said map; thence North 78° 23' 19" East, 303.28 feet along the north line of Main Street to the southeast corner of said Block "E"; thence South 11° 40' 46" East, 60.60 feet along the west line of Van Buren Street shown on said map to the northeast corner of Block "I" shown on said map; thence South 78° 23' 19" West, 303.25 feet along the south line of said Main Street to the northwest corner of said Block "I"; thence North 11° 42' 46" West, 60.60 feet along the east line of Lincoln Street shown on said map to the point of beginning, containing 0.422 acres, more or less.

RESERVING unto the City of Stockton an easement for railroad purposes over the following described portion of the hereinbefore described parcel:

Commencing at the southwest corner of said Block "E"; thence North 78° 23' 19" East, 117.71 feet along the south line of said Block "E" to the TRUE POINT OF BEGINNING; thence continuing North 78° 23' 19" East, 46.09 feet along said south line; thence from a tangent bearing South 23° 29' 09" East, along the arc of a curve to the right, having a radius of 489.28 feet, a central angle of



07° 10' 33", an arc length of 61.28 feet, and a chord bearing South 19° 53' 52" East, 61.24 feet to a point on the north line of said Block "I"; thence South 78° 23' 19" West, 45.17 feet along said north line; thence from a tangent bearing North 16° 47' 13" West, along the arc of a curve to the left, having a radius of 444.28 feet, a central angle of 07° 55' 19", an arc length of 61.43 feet, and a chord bearing North 20° 44' 53" West, 61.38 feet to the TRUE POINT OF BEGINNING, containing 0.063 acres, more or less.

Reserving unto the Grantor all mineral rights including rights to oil, gas and other hydrocarbon substances, below a depth of 500 feet from the surface of said real property without the right of surface entry.

Purchase price of the property to be conveyed including all damages to property taken or retained is the sum of EIGHTY THOUSAND EIGHT HUNDRED AND NO/100 (\$80,800.00) DOLLARS; said sum to be paid from tax increment funds as they become available.

Sec. 3. Certification of conformity to the General Plan by the Planning Commission was accomplished by approval of the amended West End Redevelopment Plan.

Sec. 4. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to cause delivery of the appropriate document to THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic.

Sec. 5. That this ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.

CERTIFICATE

This is to certify that Ordinance No. 3688-C.S. was passed to print by the City Council of the City of Stockton, on the 22nd day of August 19.83, by the following vote:

Ayes – Councilmen Clayton, Fass, Herbert, Nabors, Parkinson, Ronk, Sousa, White, and Mayor Rue.

Noes – ~~Councilmen~~ None.

Absent – ~~Councilmen~~ None.

Stockton, Cal., August 22, 1983.   
City Clerk of the City of Stockton

This is to certify that on the 26th day of August, 19.83, I caused Ordinance No. 3688-C.S. with the ayes and noes, to be published in the Stockton Record, a daily newspaper of general circulation, published and circulated in the City of Stockton, being the official newspaper of the City of Stockton as provided by the Charter of the City of Stockton.

Stockton, Cal., August 29, 1983.   
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3688-C.S. was finally passed and adopted by the City Council of the City of Stockton on the 29th day of August, 19.83, by the following vote:

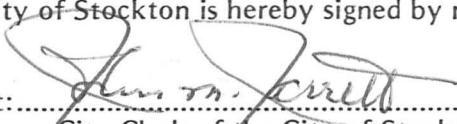
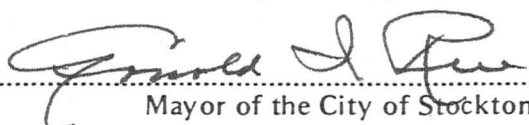
Ayes – Councilmen Clayton, Fass, Herbert, Nabors, Parkinson, Ronk, Sousa, White, and Mayor Rue.

Noes – ~~Councilmen~~ None.

Absent – ~~Councilmen~~ None.

Stockton, Cal., August 29, 1983.   
City Clerk of the City of Stockton

This is to certify that Ordinance No. 3688-C.S. of the City Council of the City of Stockton is hereby signed by me this 29th day of August 19.83.

Attest:   
City Clerk of the City of Stockton   
Mayor of the City of Stockton



CITY OF STOCKTON

CITY HALL  
STOCKTON, CA 95202OFFICE OF THE CITY ATTORNEY  
(209) 944-8333

December 9, 1980

John M. Jarrett  
City Clerk  
City Hall  
Stockton CA 95202DEVELOPMENT AGREEMENT (WATER FRONT PROJECT)

Attached is fully executed Development Agreement, dated December 1, 1980, between the City and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON. Said Agreement provides for the City and Agency to enter into a written contract providing for the performance of said activities by Agency and the transfer of funds from City to Agency for the cost of performing said activities to implement the project such as property acquisition, relocation and demolition. Execution of said Agreement was authorized by Council Resolution No. 37,840, on December 1, 1980.

Agency will receive a fully executed Agreement via copy of this letter.

This document may be retained by your office.

151  
GERALD A. SPERRY  
CITY ATTORNEY

GAS:jb

cc: Finance Department  
Redevelopment Agency (Tom Hargis)*"Stockton... Somewhere Special!"*



## DEVELOPMENT AGREEMENT

(Water Front Project)

AGREEMENT entered into this 1st day of December, 19 80, by and between the CITY OF STOCKTON, hereinafter called "City" and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, hereinafter called "Agency".

WHEREAS, City on March 31, 1980, duly adopted an amended Redevelopment Plan for the redevelopment of the area generally bounded by the Stockton Channel to the north, I-5 Freeway to the west and south and Commerce Street to the east; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) on July 9, 1980, approved an Urban Development Action Grant (UDAG), Number B-80-AA-06-0022 and B-78-AA-06-0022; and

WHEREAS, said UDAG Grant provides initial funding for implementation of a portion of said Redevelopment Plan; and

WHEREAS, on October 6, 1980, City and HUD duly entered into a contract for the implementation of the UDAG Grant; and

WHEREAS, said contract requires, in Paragraph III of Exhibit "E" thereto, that City, recipient of said UDAG Grant, and Agency enter into an Agreement for the performance by Agency of the activities required to be undertaken and completed by City pursuant to said contract.


NOW, THEREFORE, pursuant to these premises and the following terms and conditions, the parties hereto agree as follows:

1. Agency shall undertake, perform and complete all of the various activities contemplated and required by the amended West End Redevelopment Plan adopted on March 31, 1980.
2. Agency shall undertake, perform and complete all of the various recipient activities contemplated and required by that certain contract dated October 6, 1980, by and between the City of

Stockton and the United States Department of Housing and Urban Development (HUD).

3. City shall, as needed and pursuant to invoices submitted by Agency, loan and advance to Agency such sums as are required by Agency in performing the activities specified in paragraphs 1 and 2 supra.
4. Agency shall reimburse City for all such sums loaned and advanced plus ten percent (10%) interest per annum from tax increment funds as the same are defined in the California Community Redevelopment Plan (Section 33000 et seq. Health and Safety Code). Said obligations shall be subordinated to all existing and future issues, if any, of tax increment bonds authorized and issued pursuant to Sections 33640 et seq. Health and Safety Code.

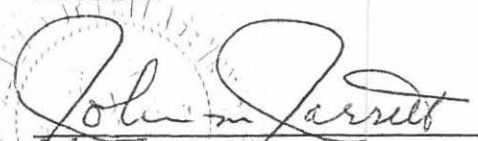
ATTEST:

  
John Jarrett  
City Clerk

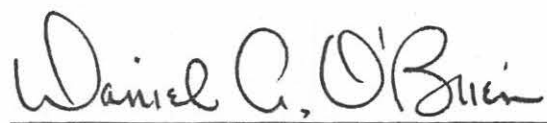
CITY OF STOCKTON

by   
Daniel A. O'Brien  
Mayor

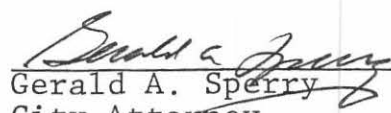
ATTEST:

  
John Jarrett  
Secretary

REDEVELOPMENT AGENCY OF  
THE CITY OF STOCKTON

  
Daniel A. O'Brien  
Chairman

APPROVED AS TO FORM

  
Gerald A. Sperry  
City Attorney

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT

Office of Urban Development Action Grants

UDAG GRANT AGREEMENT

Urban Development Action Grant  
 Under Section 119  
 of the  
 Housing and Community Development Act of 1974  
 (Public Law 93-383, as Amended)

<p><b>A</b>  <u>Name of Recipient</u>          City of Stockton, California</p>	<p><b>C</b>  <u>UDAG Grant Number</u>          B-80-AA-06-0022          B-78-AA-06-0022</p>
<p><b>B</b>  <u>Address of Recipient</u>          City Hall          Stockton, California 95202</p>	<p><b>D</b>  <u>Preliminary Approval Date</u>          July 9, 1980</p>

<p><b>E</b>  <u>Amount of Grant</u>          \$5,186,652</p>
--

— UDAG OFFICE USE ONLY —

**F**

Attorney		
B	F	A

**G**

Devel Off.		
C	W	M

**H**

Typed		Date		
By		Mo.	Day	Yr.
	Y P			

**J**

Obligation Date		
Mo.	Day	Yr.
09	30	80

**K**

Grant Category		
C	I	N
		X

**L**

Ratio	
UDAG	PVT
1 :	5.27

**New Permanent Jobs**

Total	Lo/Mod	CETA	Minority
941	381	94	94
M	N	O	P

**Pockets of Poverty**

Lo/Mod Resident Jobs
0
Q



## SIGNATURE PAGE

THIS GRANT AGREEMENT is hereby executed and delivered by the Parties hereto on the dates set forth below their respective signatures, as follows:

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: 

ROBERT C. EMERY, JR.

Assistant Secretary for Community Planning and Development

30 SEP 1980

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

THE City of Stockton, California

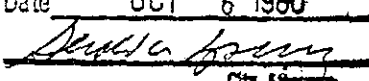
By: 

Title: Mayor of the City of Stockton

Date: October 6, 1980

APPROVED AS TO FORM

Date: OCT 6 1980

  
City Attorney

---

IMPORTANT

One (1) fully executed copy of this Grant Agreement must be mailed to the Director, Office of Urban Development Action Grants, and two (2) fully executed copies of this Grant Agreement must be mailed to the HUD Area Office Manager, in accordance with Section 11.01, on the same date executed by Recipient.

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# STOCKTON CITY COUNCIL

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

That the City Council of the City of Stockton hereby authorizes a loan to the Redevelopment Agency of the City of Stockton in the amount of THREE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY-TWO AND 44/100 DOLLARS (\$3,183,132.44) without interest to provide funds for the continued implementation of the West End Redevelopment Plan (Waterfront Redevelopment Project); and

FURTHER RESOLVED, that the Director of Finance is hereby authorized and directed to make the following appropriations:  
FROM:

Account 15-7078	South Seawall Extension	\$2,693,132.44
15-7282	Weber Avenue Improvements	430,000.00
15-7281	Edison Street Extension	60,000.00

TO:

Account 34-7314	Waterfront Redevelopment Project	\$3,183,132.44
-----------------	----------------------------------	----------------

to provide funds to the Redevelopment Agency for use in carrying out redevelopment activities as described in the West End Redevelopment Plan as amended.

(Introduced on October 14, 1986)

PASSED, APPROVED and ADOPTED this 27th day  
October, 1986.

ATTEST:

Barbara Fass  
BARBARA FASS, Mayor  
of the City of Stockton

Frances Hong  
FRANCES HONG, City Clerk  
of the City of Stockton

Distribution:

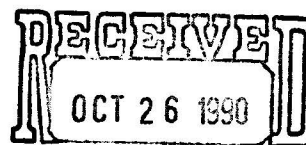
Finance

City manager/E. Griffith

Finance/E. Cutter

Community Development/Development Services

3000-000-000 ✓  
512-101-000



LOAN AGREEMENT

CITY CLERK

C-90-171

THIS LOAN AGREEMENT is made and entered into on the 25 day of September, 1990 by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereinafter referred to as "AGENCY," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, the Council for the City of Stockton has adopted a Redevelopment Plan for the West End Urban Renewal Project Area for the purpose of eliminating blight and redevelopment of the area; and

WHEREAS, in order to implement said Redevelopment Plan in a timely manner, AGENCY entered into a Purchase and Settlement Agreement and Release, hereinafter referred to as "Purchase Agreement," with South Shore Development Company, hereinafter referred to as "SSD," for the purchase of SSD's interest in the Redevelopment Contract for said Project Area, including real property referenced in the Purchase Agreement; and

WHEREAS, AGENCY did not have sufficient funds to purchase said SSD's interests in accordance with the terms of said Purchase Agreement; and

WHEREAS, CITY loaned the AGENCY \$1,685,719.07 from the General Fund to purchase SSD's interests in anticipation of the AGENCY's sale of tax allocation refunding bonds; and

WHEREAS, CITY further agreed to fund completion of the next



phase of the South Shore Seawall, on which construction must be commenced prior to December 1991, in accordance with requirements of the approved Army Corps of Engineers permit for the project; and

WHEREAS, AGENCY did, on July 3, 1990, issue \$3,125,000 in Tax Allocation Refunding Bonds entitled "The West End Urban Renewal Project No. 1 Tax Allocation Refunding Bonds, Series B" for which they received \$2,954,347.11 in bond proceeds; and

WHEREAS, AGENCY did repay to the CITY the amount of the bond proceeds (\$2,954,347.11) to the CITY for existing debt previously incurred by AGENCY in the Waterfront Redevelopment Project; and

WHEREAS, CITY now has, as a result of the debt repayment, sufficient funds, and, in recognition of the importance of completing the Renewal Project pursuant to said Redevelopment Plan, is agreeable to loaning AGENCY the funds necessary to repay the General Fund and fund construction of the next phase of the South Shore Seawall;

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. CITY shall loan AGENCY the following monies:
  - (a) \$1,685,719.07 to repay CITY's General Fund for the advance approved by CITY in their Loan Agreement approved June 11, 1990, which enabled AGENCY to purchase SSD's interest in the Waterfront Redevelopment Contract, including real property owned by SSD.

Loan Agreement - Redevelopment Agency/City  
Page 3

(b) \$1,268,628.04 to be placed in a Redevelopment Agency Expenditure Account for the purpose of financing the construction of the next phase of the South Shore Seawall.

(c) All monies outstanding and unpaid by AGENCY shall accrue no interest. Interest is being paid by AGENCY on the Refunding Bonds.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement on the date first above-written.

CITY OF STOCKTON, a municipal corporation

ATTEST:

Francis Hong  
CITY CLERK

By:

Alan N. Harvey  
ALAN N. HARVEY  
CITY MANAGER

"CITY"

APPROVED AS TO FORM:

John I. Moran  
ASSISTANT CITY ATTORNEY

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public  
body, corporate and politic

By:

Alan N. Harvey  
ALAN N. HARVEY  
EXECUTIVE DIRECTOR

"AGENCY"

00-0080

Resolution No. \_\_\_\_\_

**STOCKTON CITY COUNCIL**

WHEREAS, the Redevelopment Agency did, on June 22, 1999, by Resolution No. R99-015, approve a contract to Treadwell & Rollo to provide environmental services, specifically Phase II Site Assessment and Preliminary Endangerment Assessments on selected North and South Shore Properties; and

WHEREAS, the Redevelopment Agency did, on November 29, 1999, by Resolution No. R99-034, approve an oversight agreement to the State Department of Toxic Substance Control (DTSC) to facilitate the review and approval of the Phase II Site Assessments and PEA's prepared by Treadwell & Rollo; and

WHEREAS, the Redevelopment Agency will consider amendments to both of these agreements on February 29, 2000; and

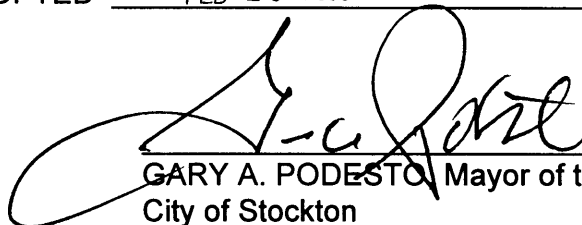
WHEREAS, the State Department of Toxic Substance Control has required that additional site characterization be completed on these North Shore properties before the Remediation Action Plan (RAP) can be finished, submitted and the property prepared for development; now, therefore,


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

1. The City Council hereby approves loaning said funds to the Agency for the necessary environmental assessment and oversight to prepare the property for development.
2. The City Manager and Administrative Services Officer are hereby authorized to appropriate funds from the General Fund Unappropriated Fund Balance to loan to the Redevelopment Agency to defray the costs of the amended contracts and any additional work authorized by the Executive Director under the amended agreements for Treadwell & Rollo and DTSC for environmental work on north shore properties.


PASSED, APPROVED and ADOPTED FEB 29 2000.

ATTEST:

  
GARY A. PODESTO, Mayor of the  
City of Stockton

  
KATHERINE GONG MEISSNER,  
City Clerk  
Of the City of Stockton

G:\BJA\SPECIALPROJECTS\STADIUMNS T&R DTSC RES2

CITY ATTY  
REVIEW 

DATE FEB 29 2000

00-0080



Resolution No. **R 99-034**

**STOCKTON REDEVELOPMENT AGENCY**

---

**RESOLUTION APPROVING AN OVERSIGHT AGREEMENT WITH THE  
STATE DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
FOR THE NORTH SHORE PROPERTY  
(BANNER ISLAND AND VICINITY)**

WHEREAS, the City has been designated as a Pilot City under EPA's Brownfields Program and received a \$200,000 grant to develop an Environmental Master Plan (EMP) which would serve as an action plan for the reuse and clean-up of "Brownfields" properties in the Waterfront area, which includes the Banner Island; and

WHEREAS, the City recommended that all environmental work be completed on the Banner Island properties, including hazardous substances remediation in anticipation of building a new stadium on these properties, on October 19, 1999; and

WHEREAS, the Agency has recently completed Preliminary Endangerment Assessments (PEA's) on each of the Banner Island properties which will be used in characterizing the required hazardous substances remediation; and

WHEREAS, the Department of Toxic Substance Control (DTSC) will utilize these PEA's to determine the appropriate contents for the Remediation Action Plans (RAPs) which will specify actions necessary to remediate any identified toxic or hazardous substance on each of the properties, thus enabling the site to be developed as a stadium with associated parking and other ancillary uses. This contract with DTSC includes preparation of the necessary California Environmental Quality Act (CEQA) and National Environmental Policy act (NEPA) documentation; now, therefore,

BE IT RESOLVED BY THE MEMBERS OF THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the contract with the State Department of Toxic Substances Control (DTSC) for review of site investigation and remedial action plan documents for any environmental clean up work needed on the Banner Island and vicinity properties in an amount of \$14,068 is hereby approved and the Executive Director is authorized to execute said contract, a copy of which is attached as Exhibit "A" and incorporated by reference.

CITY ATTY  
REVIEW

NOV 29 1999

DATE

R 99-034

2. That in the event that the design work, further investigation of the site or review of remediation alternatives and supervision during remediation or construction increase the scope of work for DTSC, the Executive Director is hereby authorized to agree to expand the services of DTSC in an additional sum of \$15,000 to accommodate such additional work, if needed.

3. That the Administrative Services Officer is hereby authorized and directed to do an appropriation/transfer of funds in the amount of \$25,000, as follows:

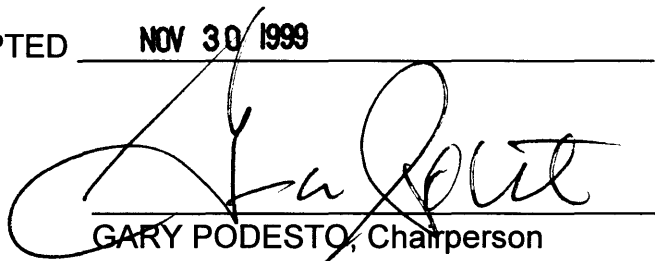
FROM:

334-7345-640.60-90      Castaways Acquisition      \$25,000

TO:

334-7348-640.20-65      North/South Shore      \$25,000  
Site Assessment

PASSED, APPROVED and ADOPTED NOV 30 1999

  
GARY PODESTO, Chairperson  
Redevelopment Agency of the  
City of Stockton

ATTEST:

*for*   
KATHERINE GONG MEISSNER, Secretary  
Redevelopment Agency of the  
City of Stockton

DEPUTY  
DEPUTY

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R 99-034

## Invoice

## Treadwell &amp; Rollo

April 14, 2000  
 Project No: 2597.02  
 Invoice No: 0085721

Ms. Kitty Walker  
 Stockton Housing & Redevelopment  
 305 N. El Dorado  
 Suite 200  
 Stockton, CA 95202-1997

ENVIRONMENTAL SERVICES  
 STOCKTON HOUSING REMEDIAL INVESTIGATION/FEASIBILITY STUDY

Professional Services: January 1, 2000 through March 31, 2000

Description: Prepare for and attend meetings with client and DTSC to negotiate DTSC comments and requests for Phase III work; assist City in EIR data requests; consult with City on strategies for additional investigations.

Professional Personnel

	Hours	Rate	Amount
P.G. Smith	78.00	165.00	12,870.00
D.C. Shipman	1.00	120.00	120.00
D.G. Dixon	70.00	115.00	8,050.00
<b>Total Labor</b>			<b>21,040.00</b>

Total this invoice \$21,040.00

cc: Accounts Payable Division  
 Finance Department  
 425 North El Dorado Street  
 Stockton, CA 95202-1997



R 00-008

Resolution No. \_\_\_\_\_

**STOCKTON REDEVELOPMENT AGENCY**

**RESOLUTION APPROVING AN AMENDMENT TO THE OVERSIGHT AGREEMENT  
WITH THE STATE DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
FOR THE NORTH SHORE PROPERTY  
(BANNER ISLAND AND VICINITY)**

WHEREAS, the Agency on November 30, 1999, adopted Resolution R99-034 approving an oversight agreement with the State Department of Toxic Substances Control (DTSC) for the North Shore Properties, and

WHEREAS, the Agency and DTSC have determined that this oversight agreement be amended to reflect the expansion of DTSC's oversight responsibilities in light of additional work that the Agency will be preparing in order to meet DTSC's requirements for a remediation action plan, and

WHEREAS, this expansion of oversight responsibilities by DTSC will facilitate the completion of the environmental work related to the Banner Island properties, including hazardous substances remediation in anticipation of development on these properties; and

WHEREAS, DTSC will utilize the recently completed Preliminary Endangerment Assessments (PEA's) which characterize the contamination on each of the North Shore properties as the foundation documents upon which the Remediation Action Plans (RAPs) will be prepared, and,

WHEREAS, the RAPs will specify actions necessary to remediate any identified toxic or hazardous substance on each of the properties, thus enabling the site to be developed; now, therefore,

BE IT RESOLVED BY THE MEMBERS OF THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the amendment to the Oversight and Consultation Agreement (Docket #HAS-A-99/00-040) with the State Department of Toxic Substances Control (DTSC) for review of site investigation and remedial action plan documents for any environmental work needed on the Banner Island and vicinity properties is hereby approved, and the Executive Director is authorized to execute said contract, a copy of which is attached as Exhibit "A" and incorporated by reference.

R 00-008

CITY ATTY  
REVIEW \_\_\_\_\_

DATE FEB 29 2000

2. That in the event that the design work, further investigation of the site or review of remediation alternatives and supervision during remediation or construction require additional work by DTSC, the Executive Director is hereby authorized to agree to expand the services of DTSC and approve contract amendments in an amount equal to the total revised contract amount to accommodate such additional work, if needed.

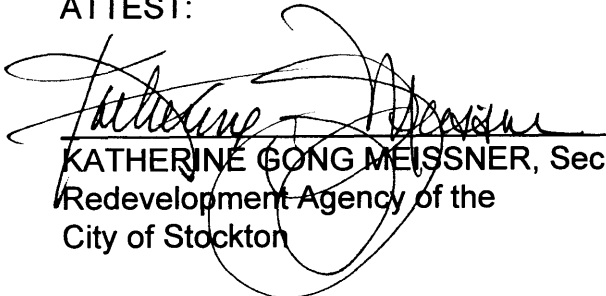
3. That a long-term loan from the City of Stockton will be made from the unappropriated balance of the General Fund to the Redevelopment Agency and is hereby accepted, to be repaid as funds become available.

4. That the Administrative Services Officer is authorized to appropriate funds and take other action necessary to effect the intent of this Resolution.

PASSED, APPROVED and ADOPTED FEB 29 2000.

  
GARY PODESTO, Chairperson  
Redevelopment Agency of the  
City of Stockton

ATTEST:

  
KATHERINE GONG MEISSNER, Secretary  
Redevelopment Agency of the  
City of Stockton

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R 00-008

Department of Toxic Substances Control  
**COST ESTIMATE: North Shore Property**

EXHIBIT F

Includes Direct and Indirect Cost Rates \*

TITLE	Project Manager	Legal	Toxicology	Geology	HQ CEQA	Industrial Hygiene	Public Participation	Supervisor	Tech. Sr.	Clerical
CLASSIFICATION	HSS/HSE	Staff Counsel	Staff Toxicologist	HSEG	AEP	AIH	PPS	SHSE/SHSS	SHSE/SHSS	WPT
<b>TASKS</b>										
Agreement										
Negotiation/Preparation	12	8						6		2
PEA										
RMFS Workplan	10			10				2		
Ri Report	120			90	5			36	16	8
FS Report								12	6	2
Baseline Risk Assessment			40							
Public Participation	10						40	2		
CEQA										
RAP/RAW	24		8	8	12		50	12	8	6
Response to Comments	5						4			
Remedial Design										
Implementation Oversight										
Completion/Implementation Report										
Deed Restriction										
O&M Agreement										
Certification										
O&M Manual										
Total Hours/Class	181	8	48	108	17	0	94	70	30	18
Total Hours	574									
Hourly Rate/Class	\$93	\$133	\$133	\$104	\$96	\$98	\$91	\$105	\$105	\$51
Total Cost/Class	\$18,833	\$1,064	\$6,384	\$11,232	\$1,632	\$0	\$8,554	\$7,350	\$3,150	\$918

Total Estimated Costs	\$57,117
Past Costs	
Grand Total Costs	\$57,117

\* Indirect rate used for calculations = 161.83%

Costs



# R 00-007

## RESOLUTION NO. \_\_\_\_\_

### STOCKTON REDEVELOPMENT AGENCY

#### RESOLUTION APPROVING CONTRACT AMENDMENT WITH TREADWELL AND ROLLO FOR A REMEDIATION ACTION PLAN (RAP) ON NORTH SHORE PROPERTIES

WHEREAS, the Redevelopment Agency did, on June 22, 1999, by Resolution No. R99-015, award a contract to Treadwell & Rollo to provide environmental services, specifically Phase II Site Assessment and Preliminary Endangerment Assessments on selected North and South Shore Properties; and

WHEREAS, Treadwell & Rollo completed the site assessment work and PEA's which were submitted to the State Department of Toxic Control Substances ("DTSC") on December 3, 1999; and

WHEREAS, the Agency desires to complete the site investigation and remediation work on the North Shore properties to allow their timely redevelopment; and

WHEREAS, DTSC has required that additional site characterization be completed on these North Shore properties before the Remediation Action Plan (RAP) can be drafted and submitted; and

WHEREAS, the Agency and City seek to utilize the unique services provided by Treadwell & Rollo for these additional environmental services relative to the North Shore Properties; and

WHEREAS, Stockton Municipal Code ("SMC") section 3-105 provides for an exception to the competitive bidding requirements in cases where the Redevelopment Agency has approved and adopted findings which support and justify exceptions to the competitive bidding process for a sole source provider; now, therefore,

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

1. Pursuant to the requirements of SMC section 3-105, the Redevelopment Agency hereby approves the following findings, which support Treadwell & Rollo as the sole source provider:

(a) The project involves a very specialized field and its success requires an experienced firm who has successfully performed such projects.

(b) The scope of services requires specialized knowledge and expertise in such areas as identifying and performing risk analysis on various hazardous materials; analysis of soil and groundwater contamination, negotiating with regulatory agencies on cleanup levels and acceptable health and safety risks; and the development of a report that will specify cost effective remediation in light of a risk-based development proposal.

CITY ATTY  
REVIEW

FEB 25 2000

DATE

# R 00-007

(c) Neither the Agency nor the City has the expertise, resources or staff time to undertake this work.

(d) Treadwell & Rollo have performed specialized baseline work and analysis from which this additional work will be built. Use of another company would necessitate redoing or modifying the earlier work, which would result in greater costs and delay.

(e) The critical schedule for completing the remediation workplan and associated costs necessitates that the environmental work be started immediately in order to meet the goals of preparing the property for development; Treadwell & Rollo have the resources to begin immediately.

2. That based on these findings, pursuant to SMC Section 3-105, the Redevelopment Agency hereby declares a sole source provider exception to the competitive bidding process is justified.

3. That certain AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL SERVICES ("Amendment") between the Redevelopment Agency of City of Stockton and Treadwell & Rollo, is hereby approved.

4. That the Executive Director is hereby authorized to request and approve additional work as required to timely perform the work and documentation necessary to complete the environmental assessment of the Northshore properties to prepare such properties for development, in an amount equal to the total revised contract amount.

5. That a long term loan to be made by the City of Stockton from the unappropriated balance of the General Fund to the Redevelopment Agency is hereby accepted, to be repaid as funds become available.

6. That the Executive Director is hereby authorized and directed to execute the Amendment, attached as Exhibit A and incorporated by this reference, and to take such action as deemed necessary to carry out the purpose and intent of this Resolution.


7. That the Agency's fiscal officer is hereby authorized and directed to appropriate funds and undertake any other actions necessary to carry out the intent of this Resolution.

PASSED, APPROVED and ADOPTED

FEB 2 2 1999

  
GARY PODESTO, Chairperson  
Redevelopment Agency  
of the City of Stockton

ATTEST:

  
KATHERINE GONG MEISSNER, Secretary  
Redevelopment Agency of the City of Stockton

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R 00-007



Ms. Kitty Walker  
18 February 2000  
Page 5

Task 1, Additional Site Characterization, will take approximately four to six weeks to complete, assuming that all field work is performed in five days and laboratory analyses are completed within ten working days of delivery to the lab. We will also require that DTSC immediately approve the workplan for the additional field investigation. Included in Task 1 are four quarterly rounds of groundwater monitoring at Banner Island, as requested by the RWQCB.

Task 2, preparation of the RI/FS, can be completed in five to eight weeks. Work on the RI could begin prior to Task 1, as much of the RI is a compilation of earlier work. We anticipate that Task 3, preparation of the RA, can start concurrently with the FS, but will require approximately eight weeks to complete. Additional time (though not additional budget) would likely be required to complete the RA if DTSC requires a formal work plan, as their review of the work plan could take several weeks.

The Public Participation Plan (PPP), Task 4, will be an ongoing task, weighted around the public hearings and review periods. Preparation of the draft RAP, Task 5, is estimated to require approximately five weeks, and assumes that we can meet on a timely basis with all interested parties. The final RAP can likely be completed within two weeks of receipt of final DTSC and public comments.

## **COST ESTIMATE**

This estimate assumes that all site investigation work requested by the DTSC and RWQCB is performed, and that no additional work over that described in this proposal is required. Our estimate to complete each task, as defined above, is as follows:

### **Task 1 – Additional Characterization**

Drilling Contractor, Utility Location	\$22,000
Four rounds of groundwater monitoring	\$22,800
Laboratory Analyses	\$35,000
Workplan, Permitting, Sampling, Data Analyses	<u>\$30,000</u>
<b>Total Task 1</b>	<b>\$109,800</b>



# Treadwell & Rollo

Ms. Kitty Walker  
18 February 2000  
Page 6


Task 2 – RI/FS Preparation	\$60,000	
Task 3 – RA Preparation (SOMA)	\$65,000	
Task 4 – PPP Preparation	\$5,000	
Task 5 – RAP Preparation	<u>\$35,000</u>	-
<b>Estimated Total</b>	<b>\$274,800</b>	

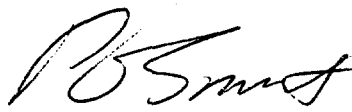
This budget may be reduced by issuing a separate contract to perform the quarterly groundwater monitoring requested by the RWQCB at Banner Island (\$22,800), and deleting the PPP support activities of Task 4 (\$5,000). These actions would reduce the estimate to \$247,000. We can attempt to further reduce this estimate through continued scope and detail negotiations with DTSC. However, there is the potential that DTSC could require additional work as discussed in Task 1, or on the basis of new questions raised after completion of the work presented in this proposal.

Maintaining budgets and schedules appropriate to the needs of the City of Stockton will require that the DTSC review all documents within the time agreed, and that there be no expansion of the scope of work from the one that should be agreed to after a RI Workplan is submitted.

Please call us with any questions regarding this proposal.

Sincerely yours,  
TREADWELL & ROLLO, INC.

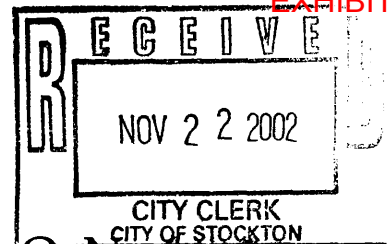
  
David G. Dixon  
Senior Project Geologist

  
Philip G. Smith  
Principal

25970204.PGS



## CITY OF STOCKTON



C-00-442 (WP)

## OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
 www.stocktongov.com

REPLY TO: \_\_\_\_\_

DATE: November 21, 2002

TO: KATHERINE GONG MEISSNER, City Clerk  
 KATHERINE GONG MEISSNER, Redevelopment Agency Secretary

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **AMENDED LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND  
 THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON FOR  
 CONTINUATION OF THE FOX THEATRE RENOVATION**

Attached is a fully executed amended loan agreement for continuation of the Fox Theatre renovation, dated March 12, 2002. Said amended loan agreement was authorized by City Council Resolution 02-0132, adopted on March 12, 2002, and Redevelopment Agency Resolution R02-010, adopted on March 12, 2002.

Please retain this amended loan agreement in your files.

OFFICE OF THE CITY ATTORNEY

BY   
 BARBARA J. ANDERSON  
 ASSISTANT CITY ATTORNEY

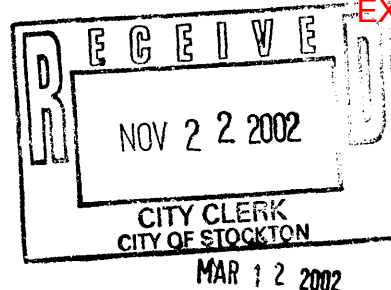
BJA:ejs

Attachment

cc: Housing and Redevelopment Department  
 Administrative Services (Attn: John Hinson)

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## AMENDED LOAN AGREEMENT

This Amended Loan Agreement is made and entered into on \_\_\_\_\_, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, the "AGENCY," and the CITY OF STOCKTON, a municipal corporation, the "CITY."

### WITNESSETH:

WHEREAS, the Council for the CITY has adopted a Redevelopment Plan for the Central Stockton Project Area ("Area") for the purpose of eliminating blight and promoting redevelopment of the Area; and

WHEREAS, the AGENCY approved the acquisition of the Fox Theatre on June 20, 2000; the Fox Theatre is located within the Area; and

WHEREAS, the AGENCY is currently pursuing the restoration of the Fox Theatre to preserve this historic building, and

WHEREAS, the City Council has allocated and, under the Loan Agreement dated December 5, 2000, previously loaned to the Agency, the sums of \$2,000,000 in Landfill sale proceeds to renovate the Fox Theatre, \$500,000 to replace the roof, and \$50,000 to make minor repairs as they become necessary ("Loan Agreement"); and

WHEREAS, CITY, in recognition of the importance of completing the redevelopment project, is agreeable to loaning the AGENCY the necessary additional funds to proceed with renovation.

### AGREEMENT

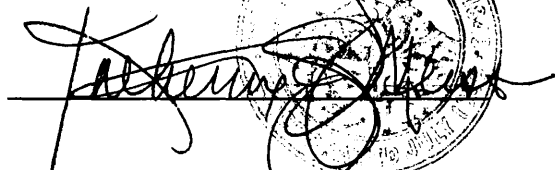
NOW, THEREFORE, the parties agree to the following amended terms and conditions:

1. CITY shall loan AGENCY the following additional monies:
  - (a) The sum of \$1,883,103 for Fox Theatre renovations as provided in the scope of work approved concurrently herewith.
  - (b) All monies outstanding and unpaid by AGENCY shall accrue no interest.
2. The terms and conditions of the Loan Agreement shall remain in full force and effect unless further amended by the parties.

3. The funds are appropriated for the restoration work contemplated in this agreement in account 301-7027.

4. The undersigned represent and warrant they are each duly authorized by the parties to execute this agreement.

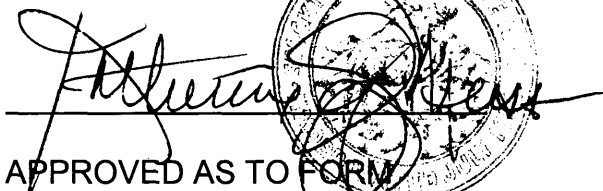
ATTEST:  
CITY CLERK



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

  
ASSISTANT CITY ATTORNEY

ATTEST:  
AGENCY SECRETARY




APPROVED AS TO FORM  
OFFICE OF CITY ATTORNEY,  
AGENCY COUNSEL

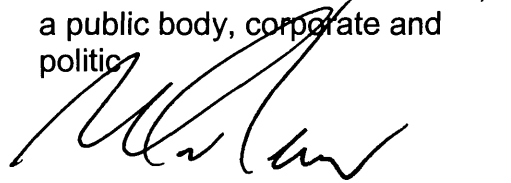
BY   
ASSISTANT CITY ATTORNEY

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CITY OF STOCKTON,  
a municipal corporation

  
MARK LEWIS, CITY MANAGER

REDEVELOPMENT AGENCY  
OF THE CITY OF STOCKTON,  
a public body, corporate and  
politic

  
MARK LEWIS,  
EXECUTIVE DIRECTOR





## CITY OF STOCKTON

## OFFICE OF THE CITY ATTORNEY

CITY HALL  
425 N. EL DORADO STREET  
STOCKTON, CA 95202-1997  
(209) 937-8333  
FAX (209) 937-8898

RICHARD K. DENHALTER  
CITY ATTORNEY

DATE: December 19, 2000

TO: KATHERINE GONG MEISSNER, Secretary, Redevelopment Agency

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND THE  
REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON**

Attached is a fully executed Loan Agreement dated December 5, 2000. Said Agreement was authorized by Redevelopment Agency Resolution No. R00-045, adopted on December 5, 2000.

Said Agreement may be retained for your files.

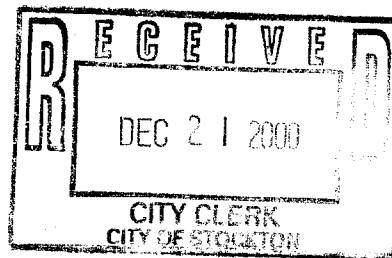
RICHARD K. DENHALTER  
CITY ATTORNEY

By Barbara J. Anderson  
BARBARA J. ANDERSON  
ASSISTANT CITY ATTORNEY

BJA:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
Housing & Redevelopment (Attn: Steve Pinkerton)  
City Manager (Attn: Laurie Montes)



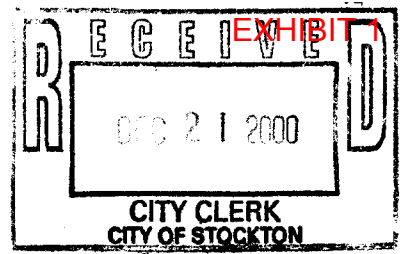
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C-08-442 (17)

## LOAN AGREEMENT

This Loan Agreement is made and entered into on DEC 05 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereinafter referred to as "AGENCY," and the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "CITY."

### WITNESSETH:

WHEREAS, the Council for the CITY has adopted a Redevelopment Plan for the Central Stockton Project Area for the purpose of eliminating blight and promoting redevelopment of the area; and

WHEREAS, the AGENCY approved the acquisition of the Fox Theatre on June 20, 2000; and

WHEREAS, the AGENCY is currently pursuing the restoration of the Fox Theatre to preserve this historic building, and

WHEREAS, the Council for the CITY has allocated \$2,000,000 in Landfill sale proceeds to renovate the Fox Theatre, \$500,000 to replace the roof, and \$50,000 to make minor repairs as they become necessary, and

WHEREAS, CITY, in recognition of the importance of completing the redevelopment project, is agreeable to loaning the AGENCY the necessary funds;

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. CITY shall loan AGENCY the following monies:
  - (a) \$2,000,000 for Fox Theatre renovations, \$500,000 for roof replacement and \$50,000 for other minor repairs.

(b) All monies outstanding and unpaid by AGENCY shall accrue no interest.

2. AGENCY shall repay CITY \$2,550,000 upon demand by the CITY.
3. The funds are appropriated as follows: minor repairs in account 301-7024; roof replacement in account 301-7025; and restoration in account 301-7027. Agency shall spend from these accounts as project costs are incurred.

In witness whereof, the parties have executed this Loan Agreement on the date first above written.

CITY OF STOCKTON, a  
municipal corporation

ATTEST:

By: 

APPROVED AS TO FORM

By: 

By: 

DWANE MILNES  
CITY MANAGER

"CITY"

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
corporate and politic

By: 

DWANE MILNES  
EXECUTIVE DIRECTOR

"AGENCY"

# Resolution No. **R01-037**

## STOCKTON REDEVELOPMENT AGENCY

### A RESOLUTION ADOPTING THE REDEVELOPMENT AGENCY FISCAL YEAR 2001/02 ANNUAL BUDGET

WHEREAS, an Annual Budget has been prepared for the Redevelopment Agency of the City of Stockton pursuant to Section 33606 of the Health and Safety Code; and

WHEREAS, the Redevelopment Agency reviewed the Executive Director's 2001/02 Proposed Budget at Budget Study Sessions held May 14 and 15, 2001; and

WHEREAS, the Redevelopment Commission recommends adoption of the 2001/02 Proposed Budget, as amended; now, therefore,

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

1. That the Redevelopment Agency Fiscal Year 2001/02 Annual Budget, a copy of which is attached hereto and labeled as Exhibit "A," is hereby approved with the following amendments:

- a) That one Redevelopment Manager position be added to the Redevelopment Agency Fund and that the Redevelopment Agency Administration Budget be increased by a total of \$136,184 to fund the new position and related support costs. (Account No. 330-7310-610 in applicable line-item accounts)
- b) That the interfund transfer from the McKinley Redevelopment Area Fund No. 332 to Redevelopment Agency Administration Fund No. 330 for funding administrative functions be increased by \$136,184, from \$530,000 to \$666,184, to provide for increased administration costs. [Account No. 332-0000-992.93-30 (Transfer Out) and Account No. 330-0000-492.93-32 (Transfer In)]

- c) Authorize the \$375,000 transfer from General Fund No. 010 to Redevelopment Agency No. 334 that was approved for Banner Island in the Fiscal Year 2000/01 Annual Budget to be changed from a contribution to a loan to be repaid as Redevelopment Agency funds are available. The

CITY ATTY REVIEW 300  
MAY 24 2001  
DATE \_\_\_\_\_



loan shall be at no interest, and the term of the loan shall not exceed thirty years.

- d) Direct and authorize the Executive Director to take such actions as are necessary to carry out the intent of this resolution.

PASSED, APPROVED, and ADOPTED MAY 29 2001 .

  
GARY PODESTO, Chairperson  
Redevelopment Agency of the  
City of Stockton

ATTEST:

  
KATHERINE GONG MEISSNER, Secretary  
Redevelopment Agency of the City of Stockton

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## CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

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REPLY TO \_\_\_\_\_

DATE: November 14, 2002

TO: KATHERINE GONG MEISSNER, City Clerk  
KATHERINE GONG MEISSNER, Redevelopment Agency Secretary

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **AGREEMENT BETWEEN THE CITY OF STOCKTON AND REDEVELOPMENT  
AGENCY OF THE CITY OF STOCKTON FOR THE PURCHASE AND SALE OF  
REAL PROPERTY INTEREST FOR THE WEBER POINT GRILL PROJECT**

Attached is a fully executed agreement for the purchase and sale of real property interest for the Weber Point Grill Project, dated August 28, 2002, between the City of Stockton, the Redevelopment Agency of the City of Stockton. Said agreement was authorized by Redevelopment Agency Resolution R02-050, adopted on August 27, 2002.

Please retain this contract in your files.

OFFICE OF THE CITY ATTORNEY

BY   
BARBARA J. ANDERSON  
ASSISTANT CITY ATTORNEY

BJA:ejs

Attachment

cc: Housing and Redevelopment (Attn: Jim Rinehart)  
Administrative Services (Attn: John Hinson)  
Monte Vista Weber Point Grill, LLC  
509 West Weber Street, Suite 410  
Stockton CA 95203

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ATTN  
JIM RINEHART



C-02-314 (P)

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY INTEREST WEBER POINT GRILL PROJECT

This AGREEMENT is made and entered into on August 28, 2002, by and between the CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California ("Seller" or "City") and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body corporate and politic, existing under the laws of the State of California, ("Buyer" or "Agency").

### RECITALS

A. Agency is responsible for implementation of the Amended and Restated Redevelopment Project for the West End Urban Renewal Project No. 1 ("West End/Central Stockton") and proposes to enter into an agreement with a redeveloper, Monte Vista Weber Point Grill, LLC, a California limited liability company.

B. The redevelopment project contemplated by the Agency is designated as the Weber Point Grill project ("Project") and involves the proposed construction of a restaurant on real property owned by the redeveloper and on the real property which is the subject of this Agreement.

C. The terms governing the proposed development are contained in an agreement to be entered into between the Agency and the redeveloper entitled OWNER PARTICIPATION AND DISPOSITION AND DEVELOPMENT AGREEMENT ("DDA"), regarding a redevelopment project located on West Weber Avenue as described in said DDA, according to the terms contained therein.

D. Agency, under the DDA, agrees to acquire certain real property currently owned by the City, as further described herein, and to convey the property to the redeveloper for construction of the project.

E. Redeveloper currently owns real property abutting the waterfront promenade along the Stockton Channel, a portion of will be utilized for construction of the project and a strip, a part of the existing promenade, which is proposed to be conveyed to the Agency under the DDA.

### AGREEMENT

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, that certain real property (the "Property") situated in the City of Stockton, County of San

Joaquin, State of California, generally described and shown in Exhibit "A," attached and incorporated by this reference, upon the following terms and conditions. The legal description of the parcel to actually be conveyed will be created by the parties, in form sufficient to be recorded in the official land records of San Joaquin County.

2. The Buyer and Seller agree to cooperate in taking all actions necessary to create the legal description and complete conveyance of the Property.

3. The consideration for this conveyance shall be the purchase price for the Property of Sixty Eight Thousand Eight Hundred Dollars (\$68,800). The purchase price is based upon an appraisal of the fair market value of the Property.

4. Except as otherwise expressly provided herein, all costs of the title insurance, escrow and documentary transfer taxes, if any, shall be borne by the Buyer.

5. Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property and pay the purchase price. Seller agrees to accept a promissory note from Buyer for the purchase price. Payments shall be made as funds become available.

6. Seller hereby acknowledges that Buyer will convey the Property to Monte Vista Weber Point Grill, LLC, or its approved successors and assigns, pursuant to the DDA for development of the Project. As a part of the purchase price, Seller agrees to accept, as partial payment, the conveyance of a strip of property now owned by the redeveloper, identified in the DDA as Parcel 3, said strip being a portion of the existing promenade. The DDA provides that the redeveloper shall convey this parcel to Buyer as part of the redeveloper's performance under the DDA.

7. Buyer agrees to transfer title to Seller at the time of close of escrow and in a time and manner sufficient to permit Buyer to transfer the Property from Buyer to the redeveloper. Buyer shall provide written notice to Seller of the proposed date for close of escrow and conveyance to redeveloper. Such notice shall be delivered not less than ten (10) days prior to the proposed date of close.

8. Seller agrees to permit entry by Buyer, its employees, agents and/or designees, for the purpose of Buyer's performance under the DDA, upon reasonable notice to Seller. Seller has previously provided a written right of entry to Monte Vista Entitlement, Inc., to enter the Property and conduct various soils and other tests as deemed necessary for completing the due diligence investigation of the Property as it may be required for development of the Project.

9. The parties agree that performance of this agreement is expressly contingent on Buyer's execution of the proposed DDA with the redeveloper. If for any reason the DDA is terminated prior to conveyance of the Property, this agreement shall terminate and the parties shall no longer be obligated to perform hereunder.



10. The undersigned represent and warrant they are each duly authorized to execute this agreement on behalf of the parties.

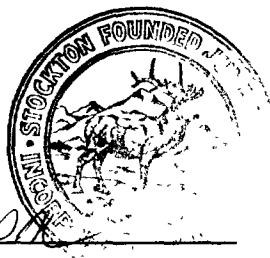
DATED: August 28, 2002

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: *James Thompson*

ATTEST  
CITY CLERK

By: *Karen Ross*



APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY,

By: *Boone*

ATTEST:  
AGENCY SECRETARY

By: *Karen Ross*



**"SELLER"**

CITY OF STOCKTON, a municipal  
corporation

By: *Gary Podesto*  
Gary Podesto, Mayor

**"BUYER"**

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body  
corporate and politic

By: *Gloria Nomura*  
Gary Podesto, Chairperson

::ODMA\GRPWISE\ICOS.CA.CA\_LIBRARY:14768.1

EXHIBIT A  
PROPERTY DESCRIPTION

The westerly most portion (see Parcel 2 on Site Map) of the parcel described as:

That portion of "Weber's Levee" conveyed by Charles M. Weber to City of Stockton in Book A, Volume 2, page 449, Records of San Joaquin County, being more particularly described as follows:

BEGINNING at the intersection of the East line of Madison Street, produced northerly, and the northern line of Weber Avenue, as shown on Record of Survey Book 27, page 186, Official Record; run thence north along said east line of Madison Street to the intersection thereof with the southern most line of that tract of land conveyed to the City of Stockton in Book 4215, page 940, Official Records; run thence easterly along said southern most line, and its production easterly to its intersection with the existing west line of Center Street; thence southerly to its intersection with the easterly prolongation of the above describe northern line of Weber Avenue; thence westerly along said northern line of Weber Avenue to the Point of Beginning.

N

Stockton Channel

Parcel 3

Promenade

Parcel 2

Parcel 1

Weber Avenue

WEBER POINT GRILL  
Site Map

DOZOR



## CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

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 www.stocktongov.com

REPLY TO: \_\_\_\_\_



DATE: December 20, 2002

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: BARBARA J. ANDERSON, Assistant City Attorney

RE: **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
 INTEREST BETWEEN THE CITY OF STOCKTON AND THE REDEVELOPMENT  
 AGENCY OF THE CITY OF STOCKTON--CINEPLEX PROJECT**

Attached is a fully executed Agreement dated October 8, 2002. Said Agreement was authorized by City Council Resolution No. 02-0622, adopted on October 8, 2002, and Redevelopment Agency Resolution No. R02-057.

Said Agreement may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By   
 BARBARA J. ANDERSON  
 ASSISTANT CITY ATTORNEY

BJA:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
 Housing & Redevelopment Department (Attn: Sue Brause)  
 Redevelopment Agency of the City of Stockton  
 Attn: Katherine Gong Meissner, Secretary

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## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY INTEREST

### CINEPLEX PROJECT

OCT 8 8 2002

This AGREEMENT is made and entered into on \_\_\_\_\_, by and between the CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California ("Seller" or "City") and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body corporate and politic, existing under the laws of the State of California, ("Buyer" or "Agency").

### RECITALS

A. Agency is responsible for implementation of the Amended and Restated Redevelopment Project for the West End Urban Renewal Project No. 1 ("West End/Central Stockton") and proposes to enter into an agreement with a redeveloper, Atlas Properties, Inc., a California corporation.

B. The redevelopment project contemplated by the Agency is designated as the Multi-Screen Theater Project, a portion of the Channel Head Master Development Area ("Project") and involves the proposed construction of a multiple screen theater, retail space and public improvements on real property owned by the Agency and the City, a portion of which is the real property which is the subject of this Agreement.

C. The terms governing the proposed development are contained in an agreement to be entered into between the Agency and the redeveloper entitled DISPOSITION AND DEVELOPMENT AGREEMENT ("DDA"), regarding a redevelopment project located generally between El Dorado Street, Bridge Place, Bridge Alley, Hunter Street and Miner Avenue as described in said DDA, according to the terms contained therein.

D. Agency, under the DDA, agrees to acquire certain real property from the City, as further described herein, and to convey the property to the redeveloper under certain conditions.

### AGREEMENT

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, that certain real property (the "Property") situated in the City of Stockton, County of San Joaquin, State of California, described in Exhibit "A," attached and incorporated by this reference, upon the following terms and conditions.

2. The consideration for this conveyance shall be the purchase price for the Property of ONE MILLION ONE HUNDRED FORTY-SIX THOUSAND DOLLARS (\$1,146,000). The purchase price is based upon an appraisal of the fair market value of the Property.

3. Except as otherwise expressly provided herein, all costs of the title insurance, and documentary transfer taxes, if any, shall be borne by the Buyer.

4. Buyer agrees to pay the purchase price and Seller agrees to accept periodic payments, as funds are available to Buyer. Seller hereby acknowledges that Buyer will convey the Property to Atlas Properties, Inc., pursuant to the DDA for development of the Project.

5. Seller agrees to transfer title to Buyer at the close of escrow between the Agency and redeveloper pursuant to the DDA, and in a time and manner sufficient to permit Buyer to simultaneously transfer the Property from Buyer to the redeveloper. Buyer shall provide written notice to Seller of the proposed date for close of escrow and conveyance to redeveloper. Such notice shall delivered not less than ten (10) days prior to the proposed date of close.

6. Seller agrees to permit entry by Buyer, its employees, agents and/or designees, for the purpose of Buyer's performance under the DDA, upon reasonable notice to Seller. Seller hereby grants a right of entry to Atlas Properties, Inc., to enter the Property and conduct various soils and other tests as deemed necessary for completing the due diligence investigation of the Property as it may be required for development of the Project. Seller makes no representations concerning any condition of the Property as to its condition or its fitness for any particular use.

7. The parties agree that performance of this agreement is expressly contingent on Buyer's close of escrow and the performance of the Buyer and Atlas Properties, Inc. under the DDA. If for any reason the DDA is terminated prior to conveyance of the Property, this agreement shall terminate and the parties shall no longer be obligated to perform hereunder.

8. The undersigned represent and warrant they are each duly authorized to execute this agreement on behalf of the parties.

DATED: OCT 09 2002

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: [Signature]

**"SELLER"**

CITY OF STOCKTON, a municipal corporation

By: [Signature]

Gary Podesto, Mayor

ATTEST  
CITY CLERK

By: [Signature]

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
AGENCY COUNSEL

By: [Signature]



**"BUYER"**

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body corporate and politic

By: [Signature]

Gary Podesto, Chairperson

ATTEST:  
AGENCY SECRETARY

By: [Signature]

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## EXHIBIT A

## LEGAL DESCRIPTION

All that real property situated in the City of Stockton, County of San Joaquin, State of California, being a portion of Section 20, of the C. M. Weber Grant ("El Rancho del Campo de las Franceses") and described as:

All of Lots 5, 7, 8, 9, 10, 11, 12, 15 and 16, together with lot 13 and the north 28.1 feet of Lot 14. Lot 13 and the North 28.1 feet of Lot 14 are more particularly described as follows:

Commencing at the southwest corner of Block 70 2/3; thence north  $11^{\circ}41'11''$  west, 123.40 feet along the east line of El Dorado Street, to a Point of Beginning. Thence along said east line, north  $11^{\circ}41'11''$  west 78.60 feet to the south line of Lot 1, Block 70 2/3; thence north  $78^{\circ}23'29''$  east 151.59 feet to the west line of Lot 15, Block 70 2/3; thence south  $11^{\circ}40'10''$  east 78.60 feet along said west line to a point on the west line of Lot 16, Block 70 2/3; thence south  $78^{\circ}23'29''$  west, 151.57 feet to the Point of Beginning.

APNs: 139-100-6, 9, 16, 18, and 19.

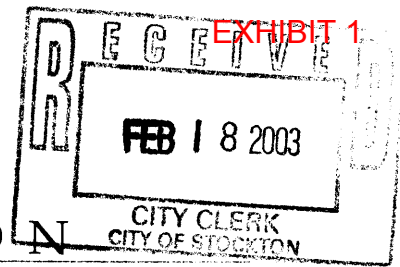


# CITY OF STOCKTON

## OFFICE OF THE CITY ATTORNEY

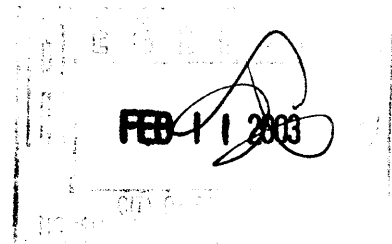
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REPLY TO: \_\_\_\_\_



C-02-440 (WP)

DATE: February 3, 2003



TO: KATHERINE GONG MEISSNER, City Clerk

FROM: LAUREN P. THOMASSON, Deputy City Attorney

RE: **LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND THE  
REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON--BLOCK 67  
MASTER DEVELOPMENT AREA**

Attached is a fully executed Loan Agreement dated January 7, 2003. Said Loan Agreement was authorized by City Council Resolution No. 02-0697, adopted on November 26, 2002, and Redevelopment Agency Resolution No. R02-069, adopted on November 26, 2002.

Please retain said Loan Agreement in your files.

OFFICE OF THE CITY ATTORNEY

By Lauren Thomasson  
LAUREN P. THOMASSON  
DEPUTY CITY ATTORNEY

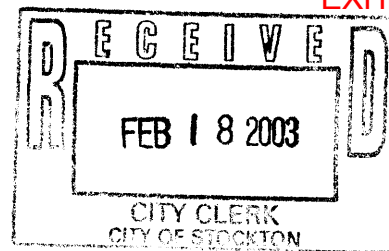
LPT:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
Housing & Redevelopment Department (Attn: Sue Brause)  
Redevelopment Agency of the City of Stockton







## LOAN AGREEMENT

This Loan Agreement is made and entered into on JAN 07 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic ("Agency"), and the CITY OF STOCKTON, a municipal corporation ("City").

### WITNESSETH:

WHEREAS, the Council for City has adopted a Redevelopment Plan for the Downtown Central Business District of the Amended West End Redevelopment Project Area ("Project Area") for the purpose of eliminating blight and promoting redevelopment of the area; and

WHEREAS, it is the Agency's desire to (1) accommodate the construction of a 30,000 square-foot, three-story building as part of the Stanislaus Corridor/Block 67 Development ("Project") by Regent Development Partners, LLC, a California Limited Liability Company ("Developer") for the San Joaquin Council of Governments ("COG") on a site located in the Project Area which is currently City-owned Parking Lot K ("Property"), as more fully described in "Attachment A" hereto, which is incorporated herein by this reference, and (2) assist in improving the existing infrastructure within the Project Area as necessary to accommodate the Project; and

WHEREAS, in recognition that the proposed development will compliment the Project Area and of the importance of completing infrastructure improvements within the Project Area, City is agreeable to loaning the Agency the funds necessary to purchase the Property on which the Project will be constructed for subsequent conveyance to the Developer and to meet Agency-incurred expenditures associated with the development.

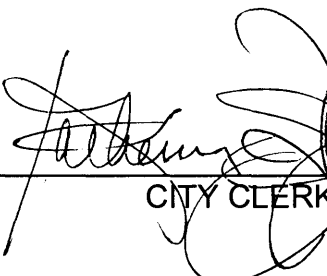
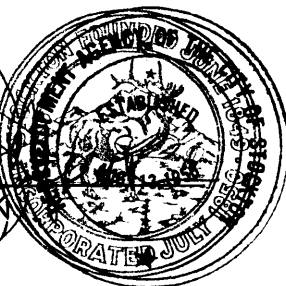
NOW, THEREFORE, in consideration of the terms and conditions herein specified, Agency and City agree as follows:

1. City shall loan Agency the sum of One Hundred Sixty-one Thousand Dollars (\$161,000) to purchase the Property on which the proposed Project is to be constructed.

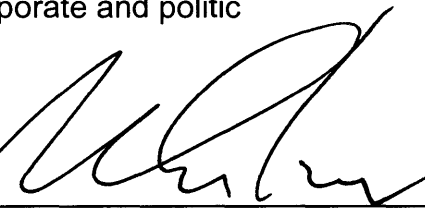
2. City shall also loan Agency the sum of Three Hundred Thirty-two Thousand Dollars (\$332,000) for expenditures associated with construction of the Project.
3. All monies loaned pursuant to this Agreement that are outstanding and unpaid to City by Agency shall accrue no interest.
4. Agency shall repay City the total loan amount of Four Hundred Ninety-three Thousand Dollars (\$493,000) from future bond proceeds or as tax increment funds become available from the Project Area.
5. This agreement may be amended only by written agreement duly executed by authorized representatives of Agency and City.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement on the date first above written.

ATTEST:

By:    
CITY CLERK

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
Corporate and politic

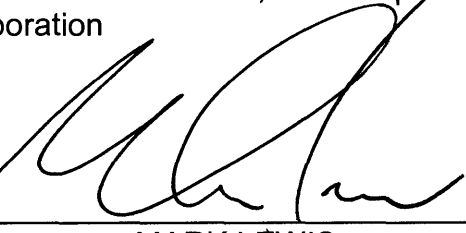
By:   
MARK LEWIS  
EXECUTIVE DIRECTOR

"AGENCY"

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By:   
Assistant/Deputy City Attorney

CITY OF STOCKTON, a municipal  
corporation

By:   
MARK LEWIS  
CITY MANAGER

"CITY"

## ATTACHMENT A

**LEGAL DESCRIPTION**

All that certain real property situated in the City of Stockton, County of San Joaquin, State of California, described as follows:

A portion of San Joaquin County Assessor's Parcel No. 139-260-12 as follows:

The east thirty (30) feet of Lot 8 and all of Lots 7, 9, 10, 11, 12, and 14, Block 67, East of Center Street, according to the Official Map of the City of Stockton, approved and adopted by the City Council of the City of Stockton on July 23, 1894, filed in the Office of the City Clerk of said City.

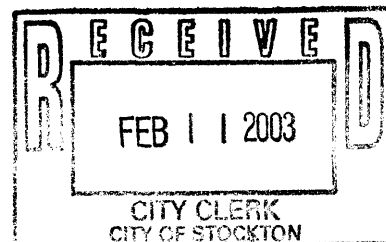
EXCEPTING THEREFROM the West 20.50 feet of said Lots 7 and 14.

# CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

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www.stocktongov.com

REPLY TO: \_\_\_\_\_



DATE: February 6, 2003

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: LAUREN P. THOMASSON, Deputy City Attorney

RE: **AMENDMENT TO LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON--BLOCK 67  
MASTER DEVELOPMENT AREA**

Attached is a fully executed Amendment to Loan Agreement dated January 7, 2003. Said Amendment to Loan Agreement was authorized by City Council Resolution No. 03-0012, adopted on January 3, 2003, and Redevelopment Agency Resolution No. R03-001, adopted on January 3, 2003.

Please retain said Amendment to Loan Agreement in your files.

OFFICE OF THE CITY ATTORNEY

By *Lauren P. Thomasson*  
LAUREN P. THOMASSON  
DEPUTY CITY ATTORNEY

LPT:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
Housing & Redevelopment Department (Attn: Sue Brause)  
Redevelopment Agency of the City of Stockton  
Attn: Katherine Gong Meissner, Secretary

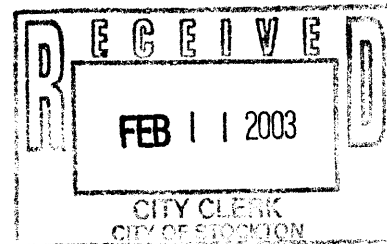
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C-02-440 (W)



# **AMENDMENT TO LOAN AGREEMENT**



This Amendment is made and entered into on JAN 07 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic ("Agency"), and the CITY OF STOCKTON, a municipal corporation ("City").

## WITNESSETH:

WHEREAS, on November 26, 2002, the City by Resolution 02-0697 and the Agency by Resolution R02-069 approved a loan from the City's Capital Improvement Fund to the Agency for \$161,000 to purchase property, otherwise known as Parking Lot B and more specifically identified as San Joaquin County Assessor Parcel Number 139-260-12, on which the Stanislaus Corridor/Block 67 Master Development Area Redevelopment Project is to be constructed; and

WHEREAS, on December 10, 2002, the City by Resolution 02-0748 and the Agency by Resolution R02-076 approved a grant deed agreement between the City and Agency to convey said property to the Agency; and

WHEREAS, it was subsequently discovered that said property was mistakenly referred to as Parking Lot K in the Loan Agreement; and

WHEREAS, it was subsequently discovered that said property was originally purchased with Central Parking District Funds.

NOW, THEREFORE, in consideration of the terms and conditions herein specified, Agency and City agrees to the following amendments:

1. City shall loan the Agency the sum of \$161,000 to purchase said property, otherwise referred to as Parking Lot B, from the City's Central Parking District Fund 416.
2. All monies loaned pursuant to this Agreement that are outstanding and unpaid to City by Agency shall accrue no interest.

3. Agency shall repay City the amount of \$161,000 from future bond proceeds or as tax increment funds become available.
4. All terms and conditions in the original Loan Agreement not modified by this Amendment are to remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Loan Agreement on the date first above written.



ATTEST:

By: *[Signature]*  
CITY CLERK

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
Corporate and politic

By: *[Signature]*  
MARK LEWIS  
EXECUTIVE DIRECTOR

"AGENCY"

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By: *[Signature]*  
Deputy City Attorney

CITY OF STOCKTON, a municipal  
corporation

By: *[Signature]*  
MARK LEWIS  
CITY MANAGER

"CITY"

C-03-578 (NP)

**DEFERRED PAYMENT AGREEMENT**  
NON-RESIDENTIAL ENTERPRISE ZONE PROJECT  
TEN-YEAR PROGRAM

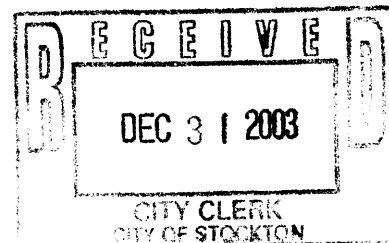
OWNER: REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

OWNER's

ADDRESS: 22 East Weber Avenue, Room 350  
Stockton, CA 95202

APN(s): 137-330-01, 02, 03 and 04

BUILDING PERMIT NO(s): 03-0074



PROJECT: 89,640 s.f. Multi-screen Cineplex in Downtown Stockton

1. PARTIES. This Agreement is entered into on August 29, 2003, by and between the CITY OF STOCKTON, a municipal corporation ("CITY"), and REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON ("OWNER"), a municipal corporation.

2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which CITY agrees to defer the collection of development fees pursuant to the Public Facilities Fee Program Administrative Guidelines as adopted and amended by the City Council and in effect as of the date of execution of this Agreement (the "Guidelines"), and OWNER agrees to pay the fees as provided in this Agreement.

3. TERMS AND CONDITIONS. OWNER has applied to CITY and received certification from the City Manager or a designee that this non-residential project is an Enterprise Zone project as defined in section I.C.1.a of the Guidelines (the "Project") and consisting of 89,640 square foot, multi-screen Cineplex with retail space in Downtown Stockton.

a. The property and Project are located within the City of Stockton, County of San Joaquin, State of California, and the property is more particularly described in Exhibit "A," attached and incorporated by this reference.

b. The application of OWNER for deferral of development fees as an Enterprise Zone project, a copy of which is on file with CITY, is incorporated by this reference as though fully set forth.

4. WARRANTY. OWNER warrants that the Project is qualified as provided in the above-noted definition.

5. DEVELOPMENT FEES. The development fees eligible for deferral pursuant to this Agreement are as follows:

Public Facilities Fee less Surface Water Supply Fee and

Air Quality Mitigation Fee (SMC Section 16-175)

Traffic Signal Fee (SMC Section 16-170)

Wastewater Fee (SMC Section 7-092)

Water Fee (SMC Section 9-700)

The amounts of each of these fees and the total amount to be deferred pursuant to this Agreement are as stated in Exhibit "B," attached and incorporated by this reference.

6. INTEREST AND COLLECTION FEES. Beginning on the date of execution of this Agreement and continuing during the period of deferral, interest shall accrue on the unpaid balance and shall be calculated at the 11th District cost of funds plus 1% (100 basis points), adjusted every July. Should CITY incur any costs in collection of any amount under this Agreement, CITY may recover such costs from Owner or any successors in interest.

7. PAYMENT SECURED. To secure repayment of fees deferred under this Agreement, OWNER shall execute a promissory note and shall execute and deliver a deed of trust encumbering each lot on which the Project is located. The deed of trust shall be recorded prior to issuance of the building permit. OWNER shall submit proof satisfactory to CITY that said deed of trust is secondary only to existing encumbrance(s) for the purpose of acquisition, construction, or permanent financing. Upon CITY's request, OWNER shall obtain a fully executed subordination agreement for each encumbrance or deed of trust other than one which secures repayment of acquisition or construction financing



existing at the time of execution of this Agreement. All other encumbrances shall be cleared except real property taxes not yet due. OWNER and OWNER's lender(s) agree that any default on any encumbrance to which this obligation is junior shall also be a default under this agreement, the note and the deed of trust. OWNER and OWNER's lender(s) shall provide notice to CITY of any default at the same time as OWNER is given notice. OWNER and OWNER's lenders agree that CITY shall have the right, but not the duty, to cure any such default during any period in which OWNER may cure plus an additional 30 days.

8. BUILDING PERMIT. Upon CITY'S determination that adequate security has been provided, CITY shall provide written notice to the Community Development Department confirming all requirements for deferral have been met and confirming that the building permit(s) may be issued providing, the permit applicant has complied with all other requirements for issuance.

9. DOCUMENT PREPARATION. All document preparation and recording fees, if any, shall be paid by OWNER.

10. TIME FOR PAYMENT. OWNER agrees to pay the total amount of development fees and interest to CITY as follows:

a. At the time of issuance of the building permit(s), OWNER shall pay an amount equal to no less than ten percent (10%) of the total fees;

b. The amount of the fees attributable to the Wastewater Fee and the Water Fee shall be repaid in equal annual installments, together with accrued interest, over the next five (5) years;

c. All other deferred fees shall be repaid in equal annual installments, together with accrued interest, over the next ten (10) years. OWNER may elect a shorter period of years within which to repay the fees. If such election is made, the same shall be reflected in the terms of the promissory note.

11. ACCELERATION. Any transfer of ownership or possession or any occupation of the Project, whether voluntary or

involuntary and regardless of whether or not OWNER consents, including without limitation, the filing of any proceeding in bankruptcy, seeking the protection of any similar state law provision concerning debtor protection, transfer of corporate or partnership assets, foreclosure by any senior lienor, or entering into any real property sales contract, shall constitute an event of default which accelerates the date for repayment and all deferred development fees along with accrued interest shall immediately become due and payable in full. Should such an event of default occur, CITY may cancel the building permit(s) and take any and all action necessary to halt all construction, occupation, or use of the Project.

12. CAPTIONS. The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or intent.

13. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. ATTORNEY'S FEES. OWNER agrees to pay all costs, including reasonable attorney's fees, in the event CITY initiates any legal action to enforce or which confirms the CITY's interpretation of this Agreement, the promissory note, the deed of trust, or the lien against the property.

15. RECORDATION. This Agreement may be recorded in the Office of the Recorder of San Joaquin County, California, at the expense of OWNER, and shall constitute notice to all of the obligation herein set forth which shall run with and constitute a lien against said real property.


16. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between CITY and OWNER. This Agreement may be amended only by written instrument signed by CITY and OWNER.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

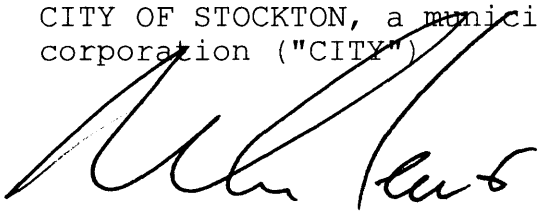
18. ASSIGNMENT PROHIBITED; SUCCESSORS IN INTEREST. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by OWNER without the prior written consent of CITY, in its sole discretion. Any assignment to which CITY has not consented shall be null and void and shall never take effect. Except as expressly provided in this paragraph 18, this Agreement shall inure to the benefit of and bind all successors in interest.

19. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

APPROVED AS TO FORM:  
Office of the City Attorney

  
\_\_\_\_\_  
Assistant City Attorney

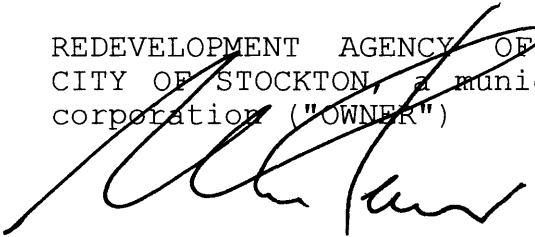
CITY OF STOCKTON, a municipal  
corporation ("CITY")

  
\_\_\_\_\_  
Mark Lewis, Esq., City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Owner's Attorney

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a municipal  
corporation ("OWNER")

  
\_\_\_\_\_  
Mark Lewis, Esq.  
Executive Director

**FOR CORPORATIONS: ATTACH A CORPORATE RESOLUTION AUTHORIZING THE SIGNATORY TO EXECUTE THIS AGREEMENT.**

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EXHIBIT "A"

Page No. 5

File No. 12186810-707- DMC

**SCHEDULE C  
LEGAL DESCRIPTION**

All that certain real property situate in the City of Stockton, County of San Joaquin, State of California, described as follows:

Lots 1, 3, 5 and 7 in Block "M", West of Center Street, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

**End of Legal Description**

PT/GM

APN No: 137-330-01,02,03, & 04



EXHIBIT "B"

City of Stockton  
Application Inquiry - Fees

6/13/03  
13:42:34

Application nbr . : 03 00000074  
Property . . . : 222 N EL DORADO ST

OWNER:  
APN#:139-100-20

Fee	Class/Type/Description	Trans amt	FEEES PAID	EZ - 10 YEAR DEF. AMT.
	C AA ZZ-A00-PLN CHK DEPOSIT-1L	8900.00		
	A AD IF-ADMIN FEE (2.5%) *K1	1549.53	1,549.53	
	A AE IF-ADMIN FEE (3.5%) *K1	2294.25	2,294.25	
	A GP A20-GPMI-----*KK	4400.00	4,400.00	
	A IP A15 SMIP-(OLD USAGE)--*N9	840.00	840.00	
	A LU A35-LAND UPDATE-----*NN	2.70	2.70	
	A MI A10-MICROFILM FEE-----*L0	100.90	100.90	
	K PC PLAN CHECK FEE-----1L	8917.88	17.88	
	P PF PERMIT FEES-----2L	12385.95	12,385.95	
	A PT A30-PERMIT TRACKING---*MM	10.75	10.75	
	A P2 A85 PW COMMERCL CONST *TD	209.00	209.00	
	A SD IF-SURFACE WATER OF/HD*2N	16778.00	16,778.00	
	A SN IF-WW-EXISTING-S/CAL *AH	9200.00	920.00	8,280.00
	A SO IF-WW-FUTURE-S/CAL *AI	8050.00	805.00	7,245.00
	A SQ IF-WW-COMB-S/CAL *AJ	48300.00	4,830.00	43,470.00
	A U1 IF-ST IMPR-CW DWTN/CM *5M	4399.57	439.96	3,959.61
	A U2 IF-ST IMPR-3A DWTN/CM *8M	24930.91	2,493.09	22,437.82
	A U9 IF-REG TRF DWNTN-OF/CM*RY	12575.17	1,257.52	11,317.65
	A 87 IF-AIR QUAL-CW WH/LD *AQ	496.67	496.67	-
	A 9A IF-TRF SGNL-CW S/FAM *3N	1799.68	179.97	1,619.71
	A 9B IF-TRF SGNL-01 S/FAM *4N	4199.25	419.93	3,779.32
	A 90 IF-AIR QUAL-03 WH/LD *BD	2814.00	2,814.00	-

TOTAL AMOUNT DUE: \$155,354.21  
LESS DEFERRED: -102,109.11  
BALANCE DUE: \$ 53,245.10

C-03-038 (NP)

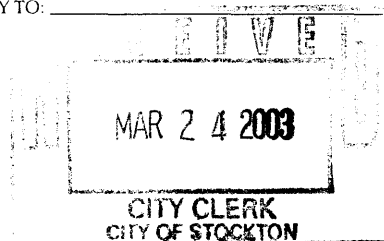


## CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
 www.stocktongov.com

REPLY TO:



DATE: March 20, 2003

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: LAUREN P. THOMASSON, Deputy City Attorney

RE: **LOAN AGREEMENT BETWEEN THE CITY OF STOCKTON AND THE  
 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON--CINEPLEX  
 PROJECT**

Attached is a fully executed Loan Agreement dated February 18, 2003. Said Loan Agreement was authorized by City Council Resolution No. 03-0079, adopted on February 18, 2003, and Redevelopment Agency Resolution No. R03-013, adopted on February 18, 2003.

Please retain said Loan Agreement in your files.

OFFICE OF THE CITY ATTORNEY

BY   
 LAUREN P. THOMASSON  
 DEPUTY CITY ATTORNEY

LPT:plc

Attachment

cc: Administrative Services Dept. (Attn: John Hinson)  
 Housing & Redevelopment Department (Attn: Melissa Price)  
 Redevelopment Agency of the City of Stockton  
 Attn: Katherine Gong Meissner, Secretary

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MAR 24 2003

CITY CLERK  
CITY OF STOCKTON

FEB 18 2003

## LOAN AGREEMENT

This Loan Agreement is made and entered into on \_\_\_\_\_, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter referred to as "City" and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, hereafter referred to as "Agency."

### WITNESSETH:

WHEREAS, on January 21, 2003, groundbreaking ceremonies for construction of the 16-screen Cineplex and 18,000 square-foot retail complex were held and, as of the date of this Agreement, the project remains on schedule for a December 22, 2003, opening; and

WHEREAS, the inclusion of multiple funding sources and the conditions and requirements imposed by redevelopment projects generally and the Cineplex Development Agreement specifically are unfamiliar to most lenders, and, consequently, it is typical for lenders to make modifications to the financing structure or documentation for such projects to be able to conform to lender underwriting guidelines; and

WHEREAS, the lenders for the Cineplex project have requested additional documentation and assurances from the City to reinforce the City's commitment to the project and the requested performance can be accomplished without modifying the basic deal terms that were agreed to in the Disposition and Development Agreement ("DDA") between the Agency and the Developer of the Cineplex Project, Atlas Properties, Inc. ("Developer"), and would give the lender comfort that the deal is consistent with its requirements; and

WHEREAS, among the additional assurances requested by the lender is that a contribution of \$3 million (which would be put into the deal only after the Developer has documented expenditures of \$12 million) be placed in an account earmarked and dedicated solely for Cineplex funding, if required; and

WHEREAS, In order to provide the requested \$3 million contribution per the original terms of the previously approved DDA between the Agency and the Developer, a loan from the City to the Agency in the amount of \$3 million is needed; and

WHEREAS, the City, in recognition of the importance of the Cineplex Project, is agreeable to loaning the Agency the necessary funds;

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. The City shall loan the Agency \$3 million which will remain in the City's 301 Fund and be appropriated to City interest bearing Account No. 301-7334 and from which the Agency shall be authorized to draw down funds in the amount of \$3 million, if

and as necessary, in accordance with the terms of the Agency's existing DDA with the Developer.

2. The Agency shall repay the loan to the City from residual receipts in connection with the Cineplex Project and as tax increment funds become available.

3. The Agency shall not be required to pay the City interest on the loaned funds.

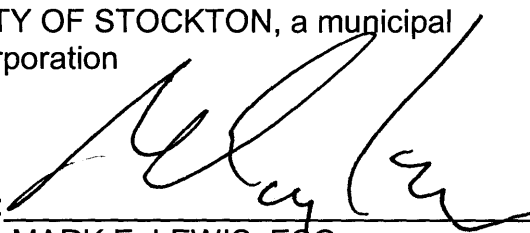
4. This agreement may be amended only by written agreement executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement to be effective as of the date first written above.

ATTEST:

By:    
KATHERINE GONG MEISNER  
CITY CLERK

CITY OF STOCKTON, a municipal corporation

By:   
MARK E. LEWIS, ESQ.  
CITY MANAGER

"CITY"

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By:   
LAUREN P. THOMASSON  
DEPUTY CITY ATTORNEY

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
corporate and politic

By:   
MARK E. LEWIS, ESQ.  
EXECUTIVE DIRECTOR

"AGENCY"



EXHIBIT 7

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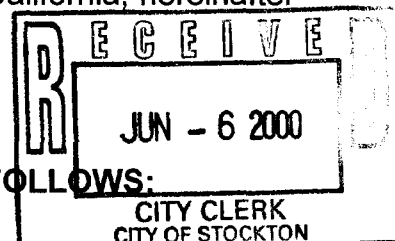
C-08-122 (P)

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT is made and entered into by and between THE CITY OF STOCKTON, a municipal corporation in the Count of San Joaquin, State of California, hereinafter called "Seller," and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body corporate and politic, existing under the laws of the State of California, hereinafter called "Buyer."

WITNESSES THAT:

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, that certain real property, herein called "the Property," situated in the City of Stockton, County of San Joaquin, State of California, described in EXHIBITS "A," attached and incorporated by this reference, upon the terms and conditions herein set forth.
2. The total purchase price for the Property shall be the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARD (\$175,000.00). The purchase price is based upon an appraisal of the fair market value of the Property.
3. Except as otherwise expressly provided herein, all costs of the title insurance, and documentary transfer taxes, if any, shall be borne by the Buyer.
4. Seller agrees to carry the purchase price of the Property in the form of a loan to Buyer, evidenced by the execution of this agreement. Buyer agrees to repay the purchase price and Seller agrees to accept payment as funds become available in the Amended West End Redevelopment Project Area. Seller hereby acknowledges that Buyer will convey the Property to Stockton Newspapers Inc. pursuant to a Disposition and Development Agreement ("DDA") between Buyer and Stockton Newspapers Inc. for development of a project that includes the subject Property.
5. Buyer agrees to transfer title to Seller at the time of close of escrow for acquisition of property subject to the DDA, and in a time and manner sufficient to permit Buyer to simultaneously transfer the Property from Buyer to Stockton Newspapers, Inc. Buyer shall provide written notice to Seller of the proposed date for close of escrow and conveyance to Stockton Newspapers, Inc. Such notice shall be delivered not less than thirty (30) days prior to the proposed date of close.
6. Seller agrees to permit entry by Buyer, its employees, agents and/or designees, for the purpose of Buyer's performance under the DDA, upon reasonable notice to Seller. Seller acknowledges that Seller's current operations on the Property may be affected by Buyer's entry. Buyer shall take such actions as are necessary to

assure that any interference with Seller's current operations is as minimal as possible.

7. The parties agree that performance of this agreement is expressly contingent on Buyer's close of escrow and the performance of the Buyer and Stockton Newspapers, Inc., under the DDA. If for any reason the DDA is terminated prior to conveyance of the Property, this agreement shall terminate and the parties shall no longer be obligated to perform hereunder.

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8. The undersigned represent and warrant they are each duly authorized to execute this agreement on behalf of the parties.

DATED: April 11, 2000

"SELLER"

APPROVED AS TO FORM:

CITY OF STOCKTON

RICHARD K. DENHALTER  
CITY ATTORNEY

By: [Signature]  
ASSISTANT CITY ATTORNEY

By: [Signature]  
GARY PODESTO, MAYOR

ATTEST:

By: [Signature]  
KATHERINE GONG MEISSNER,  
CITY CLERK

"BUYER"

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON

RICHARD K. DENHALTER  
ATTORNEY, AGENCY COUNSEL

By: [Signature]  
ASSISTANT CITY ATTORNEY

By: [Signature]  
GARY PODESTO, CHAIRPERSON

ATTEST:

By: [Signature]  
AGENCY SECRETARY

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## Exhibit "A"

All that certain piece or parcel of land situate, lying and being in the City of Stockton, County of San Joaquin, State of California, and more particularly described as follows, to-wit:

Beginning at the southwest corner of Block 25, East of Center Street, as said block is shown upon the Official Map of the City of Stockton, approved and adopted by the City Council of the City of Stockton on July 23, 1894, said map is on file in the Office of the City Clerk of said City, said corner also being the point of intersection of the north line of Washington Street and the east line of American Street; thence N.  $78^{\circ} 04'$  E., along said north line of Washington Street, 252.5 feet to the southwest corner of Lot 12 in said Block 25; thence N.  $12^{\circ} 00'$  W. along the west line of said Lot 12, 101.0 feet to the northwest corner of said Lot 12; thence S.  $78^{\circ} 04'$  W., 151.5 feet to the northwest corner of Lot 6 in said Block 25; thence N.  $12^{\circ} 00'$  W., 101.0 feet to the southwest corner of Lot 5 in said Block 25; thence S.  $78^{\circ} 04'$  W., 101.0 feet to the southwest corner of Lot 1 in said Block 25, said corner also being on the said east line of American Street; thence S.  $12^{\circ} 00'$  E., 202.0 feet to a point, said point as hereinbefore referred to, the point of beginning.

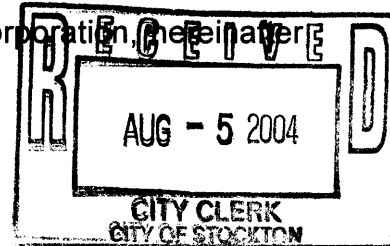
Containing 35,653 square feet, more or less.



C-04-355 (NP)

# **WORKNET OFFICE BUILDING DEVELOPMENT FEES LOAN AGREEMENT**

This Loan Agreement is made and entered into on AUG 0 4 2004,  
by and between the REDEVELOPMENT AGENCY OF THE CITY OF  
STOCKTON, a public body, corporate and politic, hereinafter referred to as  
"AGENCY," and the CITY OF STOCKTON, a municipal corporation, hereinafter  
referred to as "CITY."



WITNESSETH:

WHEREAS, by Resolutions 04-0122 and R04-005 respectively, the Council for the CITY and the AGENCY approved a Disposition and Development Agreement (DDA) with Regent Weber LLC for the construction of a 52,000 square foot office building on a 2.5 acre site located between Lincoln, Van Buren, Weber and Washington Streets ("PROJECT"); and

WHEREAS, Section 2.17 of said DDA commits the AGENCY to pay an amount up to \$196,950 for development fees associated with the PROJECT; and

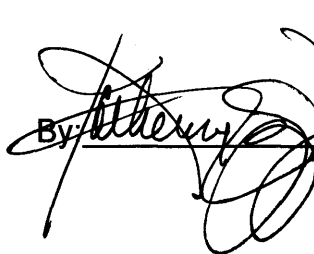
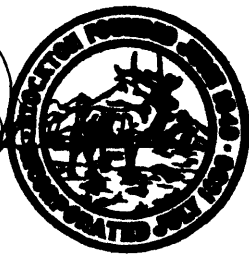
WHEREAS, by Resolutions 04-0335 and R04-020 respectively, the Council for the CITY and the AGENCY authorized the deferral of all development fees associated with development projects for which the AGENCY is a party to the development agreement if dated on or after January 1, 2004;

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

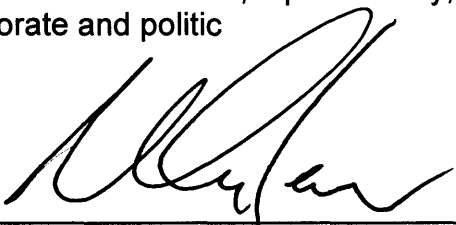
1. CITY shall loan AGENCY the following monies:
  - a. An amount not to exceed \$196,950 for development fees associated with the PROJECT.
  - b. All monies outstanding and unpaid shall accrue no interest.
  - c. AGENCY shall repay CITY \$196,950 upon the availability of tax increment from the redevelopment project area in which the PROJECT is located or for which the PROJECT provides benefit.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement  
on the date first written above.

ATTEST:

By:  

REDEVELOPMENT AGENCY OF THE  
CITY OF STOCKTON, a public body,  
Corporate and politic

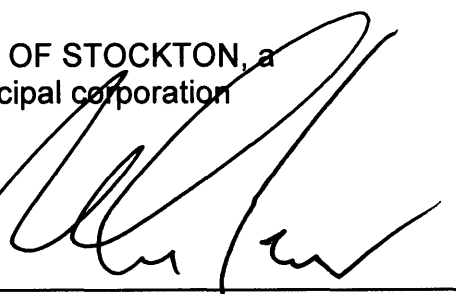
By:   
MARK LEWIS  
EXECUTIVE DIRECTOR

"AGENCY"

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By:   
Deputy City Attorney

CITY OF STOCKTON, a  
municipal corporation

By:   
MARK LEWIS  
CITY MANAGER

"CITY"

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September 12, 2006

TO: Chairperson and Members of the Stockton Redevelopment Agency  
Mayor and City Council

FROM: J. Gordon Palmer, Jr., Executive Director / City Manager  
Stockton Redevelopment Agency

Steven J. Pinkerton, Director  
Redevelopment Department

SUBJECT: **JOINT PUBLIC HEARING: RESOLUTION APPROVING THE  
EXECUTION OF A FIRST AMENDMENT WITH STOCKTON CITY  
CENTER 16, LLC, AND MAKING FINDINGS AND APPROVALS  
PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT  
LAW IN CONNECTION WITH THE RETAIL SPACE AT THE HOTEL  
STOCKTON**

---

#### RECOMMENDATION

##### City Council Action:

Adopt a resolution approving the execution of a First Amendment to Master Lease with Stockton City Center 16, LLC, and making findings and approvals pursuant to the California Community Redevelopment Law in connection with the retail space at the Hotel Stockton.

##### Redevelopment Agency Action:

Adopt a resolution approving the execution of a First Amendment to Master Lease with Stockton City Center 16, LLC, and making findings and approvals pursuant to the California Community Redevelopment Law in connection with the retail space at the Hotel Stockton.

#### SUMMARY

The Redevelopment Agency ("Agency") previously made arrangements with Stockton City Center 16 ("SCC 16") to lease and manage the retail space (including the restaurant space) in the Hotel Stockton. The Agency and SCC 16 wish to modify and clarify the arrangement with regard to certain capital improvement funding responsibilities, funding administration, and upkeep responsibilities of adjoining public space. The proposed new arrangements were agreed to and spelled out in a Memorandum of Understanding ("MOU") recently approved by the Redevelopment Agency. The MOU became the framework for the negotiations to amend the Master Lease. The Agency and City are now being asked to approve the First Amendment to Master Lease.

September 12, 2006

**RESOLUTION: APPROVE THE FIRST AMENDMENT TO THE HOTEL STOCKTON  
MASTER LEASE**

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**Page 2**DISCUSSIONBackground

The Agency entered into an Amended and Restated Disposition and Development Agreement ("DDA") dated July 9, 2002, with Hotel Stockton Investors, relating to the renovation of the Hotel Stockton located at 133 East Weber Avenue, Stockton, California. Pursuant to the DDA, the Agency has the right to operate the approximately 25,000 square feet of retail space on the ground floor and related terrace space on the roof of the Hotel Stockton. The Agency contracted with SCC 16 to provide management and leasing services for the ground floor and roof terrace spaces through a Master Lease with SCC 16 dated May 3, 2005 (the "Master Lease"), pursuant to Council Resolution 05-196 and Agency Resolution R05-017.

The Master Lease committed the Agency to fund 100 percent of all tenant improvement costs for the restaurant and left certain managerial arrangements ambiguous or impractical with regard to other retail space in the Hotel. For example Section 6.9 of the Master Lease reads in relevant part: "The Agency hereby agrees to pay Master Tenant for all soft costs, hard costs and equipment costs for the tenant improvements for the Restaurant Lease...." In addition, the Master Lease did not address the need for a public restroom for other retail space and split adjacent public area maintenance responsibility between the parties.

On July 18, 2006, the Agency, by Resolution R06-040, authorized an MOU between the Agency and Master Tenant, which established a framework for negotiating an amendment to the Master Lease.

Present Situation

The Agency and SCC 16 now wish to amend the Master Lease based on the MOU by written amendment (the "First Amendment"), which is the subject of the proposed action. The key terms of the amendment, which is attached, include:

1. The Agency and SCC 16 agree to amend the Master Lease to clarify certain of the parties' financial commitments, as described below:
  - a. With regard to "improvement" and "equipment" costs pertaining to the Restaurant Lease with Paragary's, the parties' obligations are as follows:
    - i. Agency pays first \$2,500,000
    - ii. SCC 16 and Paragary's will pay next \$750,000
    - iii. All costs in excess of \$3,250,000 will be paid 77% by the Agency with the remainder paid by SCC 16 and Paragary's.



September 12, 2006

**RESOLUTION: APPROVE THE FIRST AMENDMENT TO THE HOTEL STOCKTON  
MASTER LEASE**

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**FINANCIAL SUMMARY**

The City's Capital Improvement Project Budget for fiscal year 2006/2007 included \$1,900,000 for Hotel Stockton Tenant Improvements and \$2,500,000 for Downtown Demo & Acquisition. It is requested that the Capital Improvement Fund (301) loan the West End CIP-Redevelopment Agency Hotel Stockton Account (334-7350-640) the \$1,900,000 currently in the Hotel Stockton Tenant Improvements allocation (301-7051-610), and also shift \$600,000 of the Downtown Demo & Acquisition allocation (301-7102-630) to the West End CIP-Redevelopment Agency Hotel Stockton Account (account 334-7350-640) for a total of \$2,500,000. Funds will be repaid from West End Fund (334) to the Capital Improvement Fund (301) as they become available.

The sale proceeds of the B&M building, which is expected to include a cash component of \$350,000, will produce additional revenue available to allocate towards the construction of the public restroom and other tenant improvement associated with the additional (non restaurant) retail space. Thus, it is requested that a revenue estimate be established in West End Other Revenues Sale of Misc. Property Account, account no. 334-0000-375.01-04, and that all sale proceeds from the sale of the B&M building be appropriated to West End CIP Redevelopment Agency Hotel Stockton, account no. 334-7350-640.

Annual repair costs of public areas estimated at \$15,000 per annum, will be funded, as they currently are, out of the City's general fund.

Respectfully submitted,

  
STEVEN J. PINKERTON, DIRECTOR  
REDEVELOPMENT DEPARTMENT

APPROVED:

  
STEVE CARRIGAN, DIRECTOR

SJP:JS:jb

Attachments

APPROVED BY:

  
J. GORDON PALMER, JR.  
EXECUTIVE DIRECTOR / CITY MANAGER

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Resolution No. **06-0470**

## STOCKTON CITY COUNCIL

### RESOLUTION APPROVING EXECUTION OF A FIRST AMENDMENT TO MASTER LEASE WITH STOCKTON CITY CENTER 16, LLC, AND MAKING FINDINGS AND APPROVALS PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH RETAIL SPACE AT THE HOTEL STOCKTON

WHEREAS, the City Council (the "City Council") of the City of Stockton (the "City") has adopted the Amended and Restated Redevelopment Plan for the West End Urban Renewal Project No. 1 Redevelopment Project adopted by Ordinance No. 039-91 of the City Council of the City of Stockton on July 15, 1991, as amended (the "Redevelopment Plan"). The Redevelopment Plan sets forth a plan for redevelopment of the West End Urban Renewal Project Area (the "Project Area"); and

WHEREAS, the Agency is responsible for administering the Redevelopment Plan to cause redevelopment of the Project Area, including disposition of property and installation of public improvements within the Project Area for private redevelopment consistent with the Redevelopment Plan; and


WHEREAS, the Agency and Hotel Stockton Investors, a California limited partnership (the "Owner"), entered into that certain Amended and Restated Disposition, Development, Grant and Loan Agreement, dated as of July 9, 2002, as amended by that certain First Amendment to Amended and Restated Disposition, Development, Grant And Loan Agreement and Loan Modification Agreement, dated as of January 18, 2005, and as implemented pursuant to that certain First Operating Memorandum to the DDA, dated as of December 10, 2002 (collectively, the "DDA"). Under the DDA, the Owner acquired from the Agency the Hotel Stockton and rehabilitated the Hotel Stockton, which is located in the Project Area; and

WHEREAS, pursuant to Section 7.2 of the DDA, the Owner agreed that the Agency would operate the first floor and roof terrace of the Hotel Stockton after the rehabilitation of the Hotel Stockton was completed; and

WHEREAS, the Agency and Stockton City Center 16, LLC, a California limited liability company (the "Master Tenant") prepared for consideration a Master Lease for the Hotel Stockton first floor and roof terrace spaces (the "Premises"), to allow the Master Tenant to operate these spaces for the Agency; and

WHEREAS, the City Council and the Agency conducted a joint public hearing on May 10, 2005, to consider approval of the Master Lease, respectively; and

City Atty:  
Review  
Date

  
SEP 06 2006

WHEREAS, the Master Lease was approved by the City Council and Agency on May 10, 2005 by resolution number 05-0196 and R05-017; and

WHEREAS, the Master Lease provides for the Agency to lease to the Master Tenant upon the Master Tenant's exercise of options to lease the Premises in increments of a minimum of 1,000 square feet within the first floor and roof terrace spaces of the Hotel Stockton, pursuant to Section 7.2 of the DDA. In addition, the Master Lease provides for the Agency to fund certain improvements, particularly the restaurant space; and

WHEREAS, the Agency and Master Tenant desire to potentially partially shift some of the funding responsibility vis-à-vis the restaurant space to the Master Tenant and the Restaurant Operator, provide for the funding of 6,000 square feet of retail/office space improvements and provide for management of repair needs of public space adjacent to the Hotel Stockton (collectively, the "New Arrangements"); and

WHEREAS, the Agency, on July 18, 2006, by Resolution No. R06-040, authorized a Memorandum of Understanding ("MOU") between the Agency and the Master Tenant which delineated the New Arrangements and thus established a framework for negotiating an amendment to the Master Lease; and

WHEREAS, the Agency and Master Tenant now desire to enter into the First Amendment To Master Lease, substantially in the form on file with the Agency Secretary, to formalize the New Arrangements; and

WHEREAS, the New Arrangements within and around the Hotel Stockton pursuant to the First Amendment To Master Lease will serve major Redevelopment Plan goals and objectives by eliminating blight and redeveloping underutilized sites in the Project Area; and

WHEREAS, the Agency has placed on file a copy of the First Amendment To Master Lease and the summary called for in Health and Safety Code section 33433 (the "Section 33433 Summary"), and has made the First Amendment To Master Lease and the Section 33433 Summary available for public inspection and copying pursuant to Health and Safety Code section 33433. The Section 33433 Summary is incorporated in this Resolution by this reference; and

WHEREAS, the City Council and the Agency have conducted a duly noticed public hearing on the First Amendment To Master Lease pursuant to Health and Safety Code section 33433 for the purpose of receiving the input and comments of the public on the Master Lease; and

WHEREAS, the continued redevelopment of the Hotel Stockton will require the installation of certain public improvements as set forth in the First Amendment To Master Lease (the "Improvements") and the Agency desires to spend funds for the Improvements; and



WHEREAS, installation of the Improvements conforms with the General Plan of the City; and

WHEREAS, the Agency expenditures for the Improvements will assist in the redevelopment of the Project Area and the Improvements are necessary to effectuate the purpose of the Redevelopment Plan in that the complete renovation of the Hotel Stockton could not move forward without installation of the Improvements; and

WHEREAS, no other means of financing the Improvements are available to the community; and

WHEREAS, pursuant to Health and Safety Code section 33445, the Agency may, with the consent of the City Council, pay part or all of the cost of the Improvements if the City Council makes certain specified findings and the City Council has made these findings; and

WHEREAS, installation of the Improvements is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to 14 CCR 15301; and

WHEREAS, by staff report accompanying this Resolution and incorporated into this Resolution by this reference (the "Staff Report"), the Agency has been provided with additional information upon which the findings and actions set forth in this Resolution are based; now, therefore,

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

1. The City Council finds that the above recitals are accurate.
2. Pursuant to Health and Safety Code section 33433, the City Council hereby finds that the consideration to be given by the Master Tenant under the First Amendment To Master Lease is not less than the fair reuse value of the Agency's assets being expended at the use and with the covenants, conditions and development costs authorized by the First Amendment To Master Lease. This finding is based on the facts and analysis set forth in the Staff Report and the Section 33433 Summary accompanying this Resolution.
3. Pursuant to Health and Safety Code section 33433, the City Council hereby finds that the New Arrangements pursuant to the First Amendment To Master Lease will assist in the elimination of blight in the Project Area and is consistent with the Agency's current implementation plan adopted pursuant to Health and Safety Code section 33490. These findings are based on the facts and analysis set forth in the Section 33433 Summary and the Staff Report accompanying this Resolution, which may be briefly synopsized as follows:



a. Implementation of the First Amendment To Master Lease will continue to improve a formerly underdeveloped and blighted property in a critical location in the Project Area; and

b. The renovation of the retail spaces within the Hotel Stockton will greatly assist in the revitalization of downtown Stockton; and

c. The renovation of the retail spaces within the Hotel Stockton will implement several specific goals of the Agency's currently adopted Implementation Plan, and is a development assistance project specifically called out in Agency's current Implementation Plan (see page B2-9 of the 2004 Implementation Plan).

4. Pursuant to Health and Safety Code section 33433, the City Council hereby approves the First Amendment To Master Lease, the attached exhibits and all ancillary documents; and authorizes the Agency Chairperson or the Agency Executive Director to execute on behalf of the Agency the First Amendment To Master Lease, in substantially the form on file with the City Clerk and the Agency Secretary, with such changes as are approved by the Agency signatory (such approval to be conclusively evidenced by the execution of the First Amendment To Master Lease).

5. The City Council hereby finds and determines that (a) Agency assistance for installation of the Improvements will be of benefit to the Project Area; (b) no other reasonable means of financing the installation of the Improvements are available to the community; and (c) the payment of Agency funds for the installation of the Improvements (i) will assist in the elimination of one or more blighting conditions in the Project Area and (ii) is consistent with the Implementation Plan adopted by the Agency pursuant to Section 33490 of the Law. A summary of the factual and analytical basis used by the Agency in making these findings and determinations is set forth in the Staff Report and the Section 33433 Summary.

6. The City Council consents to the expenditure of Agency funds for the installation of the Improvements and New Arrangements.

7. The City Council hereby authorizes and directs the City Manager to take such other actions and execute such other documents as are appropriate to effectuate the intent of the executed First Amendment To Master Lease and related documents.

8. The City Manager is hereby authorized and directed to file a Notice of Exemption with respect to the First Amendment To Master Lease, installation of the Improvement pursuant to the First Amendment To Master Lease and this Resolution in accordance with the applicable provisions of CEQA.

9. Nothing in this Resolution shall affect the City's policy discretion in granting or denying any planned approvals related to the project.

10. The City Manager is hereby authorized to appropriate/transfer the following funds:


a. Transfer \$1,900,000 from City Capital Improvement Fund 301-7051-610 to Agency account no. 334-7350-640 for improvement and equipment costs pertaining to the restaurant lease with Paragary's.

b. Transfer \$600,000 from City Capital Improvement Fund 301-7102-630 to Agency account number 334-7350-640 for improvement and equipment costs pertaining to the restaurant lease with Paragary's.

c. Pay public area repair costs out of City's general fund.

10. This Resolution shall take immediate effect upon its adoption.

PASSED, APPROVED and ADOPTED SEP 12 2006

  
EDWARD J. CHAVEZ, Mayor  
of the City of Stockton

ATTEST:

*for Bonnie Prigi*  
KATHERINE GONG MEISSNER  
City Clerk of the City of Stockton

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