

Multiple Documents

Part	Description
1	3 pages
2	Exhibit A
3	Exhibits 1-3
4	Exhibits 4-10

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

—o0o—

RICHARD PRICE, et al.,

Plaintiffs,

vs.

CITY OF STOCKTON, CALIFORNIA, et
al.,

Defendants.

CASE NO. Civ.S-02-0065 LKK KJM

**JUDGMENT PURSUANT TO
SETTLEMENT AGREEMENT**

1
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1 The above-entitled case having been submitted for entry of judgment by counsel for
2 the respective parties, to the Honorable Lawrence K. Karlton, Judge of the U.S. District
3 Court, Eastern District of California, based on a written Settlement Agreement attached
4 hereto as Exhibit A. Neither this Judgment Pursuant to Stipulation, nor the Settlement
5 Agreement, is a finding on the merits and shall not be construed as an admission of a
6 violation of any state or federal statutory or common law. The Court, having considered the
7 Settlement Agreement:

8 IT IS HEREBY ADJUDGED, ORDERED AND DECREED that

- 9 1. The terms of the Settlement Agreement attached hereto as Exhibit A are
10 entered as the Judgment in the above-entitled case. The parties are hereby
11 ordered to comply with the terms of the Settlement Agreement.
- 12 2. This Court retains jurisdiction with respect to the implementation of all terms
13 and conditions set forth in the Settlement Agreement.
- 14 3. Effective as of the date of entry of this Judgment, the orders entered by this
15 Court on May 2, 2002, June 14, 2002, February 7, 2005, and August 9, 2005
16 shall have no further force or effect.

17
18 DATED: _____

Judge, U.S. District Court

EXHIBIT A
SETTLEMENT AGREEMENT

1 SHIRLEY R. EDWARDS, SBN 151399
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24 **UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA**

25 ---oOo---

26 RICHARD PRICE, et al.,	)	Case No. Civ.S-02-0065 LKK KJM
27	)	
28 Plaintiffs,	)	SETTLEMENT AGREEMENT
29	)	
30 vs.	)	
31	)	
32 CITY OF STOCKTON, CALIFORNIA, et	)	
33 al	)	
34 Defendants.	)	

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- 1 Exhibit 6: Relocation Assistance Application
- 2 Exhibit 7: Main Hotel Notice of Eligibility
- 3 Exhibit 8: Annotated Agenda of City Council Meeting dated December 13, 2005
- 4 Exhibit 9: Annotated Agenda of Redevelopment Agency Meeting dated December 13,
5 2005
- 6 Exhibit 10: General Mutual Release

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1 **I. RECITALS**

2 **A. Parties.**

3 **1. Original Parties.** Plaintiffs/Petitioners RICHARD PRICE, GEORGE
4 BAKER, STANFORD COBBS, DWAIN HENDERSON, LUCINDA WATSON, LANCE
5 WHITE and INTERFAITH COUNCIL OF SAN JOAQUIN, formerly known as STOCKTON
6 METRO MINISTRY, INC. (hereafter "Plaintiffs"), and Defendants/Respondents CITY OF
7 STOCKTON, CITY COUNCIL, REDEVELOPMENT AGENCY, DEPARTMENT OF
8 HOUSING AND REDEVELOPMENT, GARY PODESTO, ANN JOHNSTON, GLORIA
9 NOMURA, LESLIE MARTIN, RICHARD NICKERSON, LARRY RUHSTALLER, and
10 GARY GIOVANETTI, in their official capacities as elected members of the Stockton City
11 Council and duly authorized members of the Redevelopment Agency, MARK LEWIS, in his
12 official capacity as City Manager and Executive Director of the Redevelopment Agency, and
13 STEVE PINKERTON, in his official capacity as the Director of Redevelopment of the City of
14 Stockton (formerly Director of the Department of Housing and Redevelopment) (hereafter
15 "Defendants") are the original parties in this action.

16 **2. Successor Parties.**

17 The parties stipulate that Edward J. Chavez, Steve J. Bestolarides, Dan J. Chapman, Clem
18 Lee, and Rebecca G. Nabors, current elected members of the Stockton City Council and
19 Stockton Redevelopment Agency, be substituted in their official capacities as defendants, in
20 place of Gary Podesto, Ann Johnston, Gloria Nomura, Richard Nickerson, and Larry Ruhstaller,
21 who no longer hold office. Any reference to the "Defendants" in this Agreement shall refer to
22 the original defendants as set forth in Part 1 above except that Edward J. Chavez, Steve J.
23 Bestolarides, Dan J. Chapman, Clem Lee, and Rebecca G. Nabors shall be substituted for Gary
24 Podesto, Ann Johnston, Gloria Nomura, Richard Nickerson, and Larry Ruhstaller as Defendants.

25 Plaintiffs and Defendants agree to the following settlement to resolve all causes of action
26 in the above captioned matter.

27 **B. Procedural Background and Intent of the Parties.**

28

The action was filed on January 10, 2002. As set out in the Complaint and Answer herein, a significant dispute exists as to whether the City complied with its statutory relocation assistance and replacement housing obligations under the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301 et seq. ("Section 104(d)"); Uniform Real Property Acquisition and Relocation Assistance Act, 42 U.S.C. §§4601 et seq. ("URA"); California Relocation Assistance Act, Govt. C. §7260 et seq.; California Community Redevelopment Law, Health & Safety Code §33000 et seq. ("CRL"); and state and federal fair housing laws, including whether it complied with relocation assistance and replacement housing obligations with respect to the vacating and/or closure of eleven residential hotels and properties located in the West End Urban Renewal Project Area ("West End") and the displacement of lower income persons from those residential properties. The City denies that it violated the law as alleged by Plaintiffs, but all parties wish to resolve this matter without further litigation. This Agreement is entered into with the intent of resolving all currently pending issues regarding Plaintiffs' claims; the validity of the City's actions; the preliminary injunction orders entered on May 2, 2002, June 14, 2002, and August 9, 2005; the City's appeal to the Ninth Circuit from those orders filed on or about May 29, 2002 and August 30, 2005; and the orders enforcing the preliminary injunction entered on April 14, 2004 and February 7, 2005.

II. DEFINITIONS

Where used in this Agreement, the following terms shall have the following meanings:

"Actual Rent" means the rent charged for a unit to which a Displaced Person relocates or has relocated, plus the cost of utilities not included in the rent.

"Actual Unit" means the unit to which a Displaced Person actually relocates or has relocated.

"Adjusted Monthly Income" means the annual household income of the Displaced Person as defined in 24 C.F.R. §§5.100 and 5.603, minus the mandatory deductions set forth in 24 C.F.R. §5.611(a), divided by twelve (12).

"Agency" means the Redevelopment Agency of the City of Stockton, and its officers, employees, and agents.

1 **"Agreement"** means this document (consisting of a caption, a table of contents, pages 1
2 through 38, and Exhibits 1 through 10 attached hereto) and the Stipulated Judgment
3 incorporating the terms of the Agreement.

4 **"Affordable Housing Cost"**, as used in Part VI of the Agreement, shall refer to the
5 current definition contained in Health & Safety Code § 50052.5, as further defined in 25
6 California Code of Regulations § 6920.

7 **"Affordable Rent"**, as used in Part VI of the Agreement, shall refer to the current
8 definition contained in Health & Safety Code § 50053, as further defined in 25 California Code
9 of Regulations § 6918.

10 **"City"** means the City of Stockton, its Redevelopment Agency, Department of Housing
11 and Redevelopment, Mark Lewis, in his official capacity as City Manager and Executive
12 Director of the Redevelopment Agency, and Steve Pinkerton, in his official capacity as the
13 Director of Redevelopment of the City of Stockton, and their officers, employees, agents,
14 successors, and assigns, provided however, that Mark Lewis, Steve Pinkerton, their employees,
15 agents, successors, and assigns shall have no liability for the financial obligations set forth in this
16 Agreement. In the event Mark Lewis or Steve Pinkerton cease to be employed by the City of
17 Stockton or its Redevelopment Agency, the obligations of such individuals to perform pursuant
18 to the Agreement shall transfer to their successors and assigns.
19

20 **"Comparable Rent"** means the rent charged, plus the cost of utilities not included in the
21 rent, for a decent, safe and sanitary unit that is comparable in size and functionally equivalent to
22 the unit from which a Displaced Person was displaced.
23

24 **"Comparable Replacement Unit"** means a unit that meets the requirements of the
25 URA, Section 104(d), Government Code §7260, *et seq.*, and their implementing regulations for a
26 comparable replacement unit. Where a conflict exists between state law and the aforesaid
27 federal laws, the amount of relocation benefits will be calculated pursuant to Section 104(d) or
28

1 the URA, depending on whether the Displaced Person elects to receive benefits under Section
2 104(d) or the URA.

3 **"Comparable Section 8 Unit"** means a Comparable Replacement Unit to which the City
4 referred a Displaced Person where the landlord agreed to participate in the Section 8 Housing
5 Choice Voucher Program ("Section 8") and to rent the unit to the Displaced Person for an
6 amount that would not result in the Displaced Person paying more than 30% of their Adjusted
7 Monthly Income towards the rent and utilities, and the Public Housing Authority (PHA)
8 approved the unit.
9

10 **"Complaint"** shall refer to the Complaint for Declaratory and Injunctive Relief (Eastern
11 District of California Case No. S-02-65 LKK/KJM) filed by Plaintiffs on January 10, 2002.
12

13 **"CRL"** means the California Community Redevelopment Law, Health and Safety Code
14 §§ 33000 et seq.

15 **"Current"**, when used in connection with statutory provisions means as of the Date of
16 Approval of this Agreement.

17 **"Date of Approval"** means January 9, 2006.

18 **"Day or Days"** means calendar days unless otherwise expressly provided in the
19 Agreement.
20

21 **"Displaced Person"** means any lower income occupant of the Commercial, Cosmos,
22 Earle, El Tecolote, Hunter Apartments, James, Land, La Verta, Mariposa, Steve's, Terry and
23 Toni Hotels located in the West End who was required to move between June 1, 2001 and June
24 14, 2002 in connection with Defendants' code enforcement activities, with the exception of
25 Brian Davis, Diana Waid, Jack Lee, and plaintiffs Richard Price, George Baker, Stanford Cobbs,
26 Dwain Henderson, Lucinda Watson, and Lance White.
27
28

1 **“Extremely Low Income”** means a household income at or below 30% of the Area
2 Median Income as annually published by the California Department of Housing and Community
3 Development pursuant to Health & Safety Code §50106.

4 **“General Relief”** means the welfare assistance program administered by San Joaquin
5 County pursuant to the Welfare & Institutions Code.

6 **“General Relief Displaced Person”** means a Displaced Person that received General
7 Relief between June 1, 2001 and the Date of Approval.

8 **“Monitoring”** means the collection of information about the continued affordability of a
9 Replacement Unit and taking steps to insure that affordability is maintained as required by law,
10 pursuant to the provisions of the CRL, including but not limited to Health & Safety Code §§
11 33418 and 33334.3.

12 **“Plaintiffs’ Local Counsel”** means California Rural Legal Assistance, Inc., Stockton,
13 California (CRLA), or such successor or substitute as may be designated by CRLA. At the
14 discretion of Plaintiffs’ Local Counsel, CRLA may be assisted by the California Affordable
15 Housing Law Project of the Public Interest Law Project and/or Western Center on Law &
16 Poverty, Inc.

17 **“RHP”** means a replacement housing payment, calculated pursuant to the applicable
18 Category set forth in Part III of this Agreement, that is made to a Displaced Person to make a
19 residential unit affordable for a period of 42 or 60 consecutive months depending on whether the
20 Displaced Person elects to receive benefits under Section 104(d) of the Housing and Community
21 Development Act (“Section 104(d)”) or the URA.

22 **“RHP Period”** means the period of 42 or 60 months that a Displaced Person receives an
23 RHP pursuant to their election to receive benefits under Section 104(d) or the URA.

24 **“Relocation Assistance Fund”** means the \$1,455,000 fund to be established by the City
25 and/or Agency pursuant to Part III.A.1 of this Agreement.

1 **"Replacement Unit"** shall mean a unit constructed pursuant to Health & Safety Code
2 §33413(a) in order to replace a lower income residential unit demolished, converted, or removed
3 from the housing market.

4 **"Reporting"** means providing information to the public, the City Council, the State
5 Controller's Office, the State Department of Housing and Community Development, and others
6 as required by the CRL, including but not limited to reporting pursuant to Health & Safety Code
7 §§ 33080, *et seq.*, 33334.10, 33606, and 33490.

8
9 **III. RELOCATION ASSISTANCE BENEFITS POLICIES**

10 To resolve the policy disputes concerning City's obligation to provide relocation
11 assistance benefits to Displaced Persons, the parties agree as follows:

12 **A. Relocation Assistance Fund.**

13 1. **Establishment of Fund.** The City and/or Agency shall establish a
14 Relocation Assistance Fund in the amount of \$1,455,000. The Fund shall be designated
15 immediately after Date of Approval and shall remain in place for five (5) years from Date of
16 Approval (hereinafter referred to as "Fund Period"). Except as otherwise provided in this
17 Agreement, the Fund shall be used exclusively to implement the Relocation Assistance Benefits
18 Policies and Procedures set forth in Parts III and IV of this Agreement.

19 2. **Disposition of Balance of Fund.** Within thirty (30) days after expiration of
20 the Fund Period and final payment to the Special Master appointed pursuant to Part III.B of this
21 Agreement, the City and/or Agency shall deposit the balance of the Relocation Assistance Fund
22 that has not been expended into the Agency's Low and Moderate Income Housing Fund, and
23 said amount shall be used exclusively for the construction of residential units that are affordable
24 to, and occupied by, Extremely Low Income persons and families. As used herein, the term
25 "expended" means that the funds have been paid out and/or are committed to be paid out
26 pursuant to claims determinations by the Special Master to resolve relocation assistance claims.

27 3. **Documentation to Counsel for Plaintiffs.** Within thirty (30) days after
28 expiration of the Fund Period, Defendants shall provide Plaintiffs' Local Counsel and the

1 Oakland Office of Western Center on Law and Poverty, or their designee, with documentation
2 that the balance of the Relocation Assistance Fund has been deposited to the Agency's Low and
3 Moderate Income Housing Fund, pursuant to Part III.A.2, together with documentation approved
4 by the legislative body of the Redevelopment Agency that the funds will be used exclusively for
5 the construction of residential units that are affordable to, and occupied by, Extremely Low
6 Income persons and families.

7 **B. Appointment of Special Master.** The parties agree to the appointment of a
8 Special Master, subject to the provisions set forth in this paragraph, to implement the Relocation
9 Assistance Benefits Policies and Procedures set forth in Parts III and IV of this Agreement.

10 **1. Designated Special Master.** The Special Master shall be Associated Right of
11 Way, and Karen Eddelman of Associated Right of Way, shall have primary responsibility for
12 implementation of Parts III and IV of this Agreement. In the event Associated Right of Way
13 and/or Karen Eddelman cannot or will not serve as Special Master, the parties shall negotiate in
14 good faith for a qualified replacement Special Master. If the parties are unable to agree upon an
15 alternate Special Master within ten (10) days of determining that Associated Right of Way and/or
16 Karen Eddelman cannot or will not serve, the parties agree to mediation before JAMS, at
17 defendants' expense, to select a replacement Special Master.

18 **2. Special Master Compensation.** The City and/or Agency shall pay the
19 contract fee of the Special Master for work performed pursuant to Parts III and IV of this
20 Agreement from the Relocation Assistance Fund referred to in Part III.A, above, provided
21 however, that the contract fee shall not exceed that amount set forth in a memorandum of
22 understanding signed and dated December 5, 2005 by counsel for plaintiffs and defendants. The
23 Relocation Assistance Fund shall not be used to pay for any services of the Special Master that
24 are unrelated to Parts III and IV of this Agreement. The City and/or Agency shall make
25 arrangements with the Special Master for prompt payment of the Special Master's invoices from
26 the Relocation Assistance Fund, and subject to the parties' memorandum of understanding
27 referred to herein.

1 **3. Cooperation with Special Master.** The City and/or Agency shall provide the
2 Special Master with all past and pending claimant files and such other information as the Special
3 Master deems necessary to allow the Special Master to carry out its tasks. The City and/or
4 Agency shall make arrangements for prompt payment of relocation assistance benefits and
5 compensation to the Special Master from the Relocation Assistance Fund, pursuant to claims
6 determinations by the Special Master, and subject to the \$1,455,000 limitation of such Fund less
7 the Special Master's contract fee. The parties to this Agreement shall each appoint a
8 representative to jointly consult with the Special Master concerning any questions of procedure
9 or substance that may arise and on which the Special Master may wish to consult the parties.
10 Plaintiffs designate Deborah Collins of the California Affordable Housing Law Project as such
11 representative. Defendants designate Lee Rosenthal of Goldfarb & Lipman as such
12 representative. Nothing in this provision shall be construed to restrict claimants from
13 representation in the relocation assistance and appeal process by a representative or counsel of
14 their choice.

15 **4. Discretion of Special Master.** The Special Master shall retain the discretion
16 to take any such steps that are necessary and appropriate to carry out the provisions of Sections
17 III and IV of this Agreement.

18 **5. Reports to City and Plaintiffs' Counsel.** Commencing September 1, 2006
19 and annually thereafter to and including September 1, 2011, the Special Master shall provide
20 Plaintiffs' Local Counsel and the Oakland Office of Western Center on Law and Poverty, or their
21 designee (hereinafter Plaintiffs' Counsel), with a written report setting forth the amount of
22 deposits made by Defendants into the Relocation Assistance Fund, the amount of expenditures
23 from said Fund, the amount and basis for each claim against the Fund, and the amount paid on
24 each claim. The Special Master shall also provide periodic reports to the City as specified in the
25 contract between the City and the Special Master, and shall simultaneously provide a copy of
26 such periodic reports to Plaintiffs' Local Counsel and the Oakland Office of Western Center on
27 Law and Poverty. City shall provide Plaintiffs' Local Counsel and the Oakland Office of
28

1 Western Center on Law and Poverty with a copy of the contract between the City and the Special
2 Master within fourteen (14) days of execution of the contract.

3 **C. RHP Policies.** Commencing as of the Date of Approval, the Special Master shall
4 apply the RHP policies set forth in the RHP Category below that applies to each Displaced
5 Person covered by this Part III.C in order to calculate, recalculate, determine and/or redetermine
6 the RHP for all past, pending and future relocation assistance claims by Displaced Persons.

7 **1. CATEGORY A (Recalculation of RHP for Non-Section 8 Displaced Persons).**

8 **a. Eligibility for Recalculation.** Except for the claims jointly reviewed and
9 recalculated by Plaintiffs' and Defendants' counsel pursuant to the Order Enforcing Preliminary
10 Injunction, entered February 7, 2005, any Displaced Person who is receiving an RHP as of the
11 Date of Approval that either moved to an Actual Unit prior to May 2002 or was not referred to a
12 Comparable Replacement Unit ("CRU") after May 2002 and did not receive Section 8 assistance
13 at the time of their relocation will have their RHP recalculated by the Special Master, pursuant to
14 the provisions of Part IV.B of this Agreement, to determine if the Displaced Person is entitled to
15 an increased RHP. A Displaced Person that receives an RHP that was referred to a CRU after
16 May 2002 and did not receive Section 8 at the time of their relocation will not have their claim
17 recalculated, but will continue to receive the RHP previously determined by the City until
18 expiration of the RHP Period applicable to their claim.

19 **b. Method of RHP Recalculation.** The RHP of each eligible Displaced Person
20 shall be recalculated by the Special Master by applying a Comparable Rent factor of \$450
21 instead of the \$350 Comparable Rent factor previously applied by the City in determining the
22 Displaced Person's original RHP.

23 **c. Comparable Rent Gap Remedy.** If there is a gap between the RHP
24 previously determined by the City ("original RHP") and the recalculated RHP ("Comparable
25 Rent Gap"), the Displaced Person shall continue to receive the original RHP until expiration of
26 the RHP Period applicable to their claim plus one of the following: (i) A Comparable Rent Gap
27 Payment not to exceed \$100 per month times 42 or 60 months, depending on the Displaced
28 Person's election to receive benefits under Section 104(d) or the URA; or (ii) If the \$100

1 Comparable Rent Gap Payment is insufficient to make the Actual Unit to which the Displaced
2 Person relocated affordable, the Displaced Person shall have the option to move to a CRU to
3 which they are referred by the Special Master where the Actual Rent will not exceed 30% of the
4 Displaced Person's current Adjusted Monthly Income plus an RHP without the Comparable Rent
5 Gap Payment.

6 If the Displaced Person elects to move pursuant to subparagraph III.A.1.c.ii, the amount
7 of the RHP will be determined by applying the applicable Section 104(d) or URA RHP formula,
8 provided however, that (i) the "rent and utilities" factor shall be the Actual Rent for the CRU to
9 which the Displaced Person is referred; and (ii) if the Displaced Person's current income is
10 General Relief, the RHP will be that portion of the Actual Rent for the CRU that is not paid for
11 by the County plus any reduction in the "personal needs" portion of the Displaced Person's
12 General Relief assistance that results from such move.

13 **d. Manner of Comparable Rent Gap Payment.** The Special Master may, with
14 the consent of the Displaced Person, make a "back" payment to the Displaced Person to cover a
15 Comparable Rent Gap Payment for the period during which the Displaced Person has been
16 receiving an RHP, and such payment, together with the original RHP, shall count towards
17 satisfaction of the original RHP Period.

18 If the Special Master does not make a "back" Comparable Rent Gap Payment or the
19 Displaced Person does not consent to such "back" payment, the Special Master shall make the
20 Comparable Rent Gap Payment prospectively, commencing from the first of the month
21 following the date of recalculation, provided however, that such payments may be disbursed
22 evenly, together with the original RHP, over the remaining months of the original RHP Period.

23 If the RHP and the Comparable Rent Gap Payment are made to the Displaced Person's
24 landlord as monthly rent payments, including payments for any utilities charged by the landlord
25 ("monthly rent charge"), and the RHP and the Comparable Rent Gap Payment together would
26 exceed that monthly rent charge, the amount that exceeds the monthly rent charge shall be
27 calculated for the remaining months of the original RHP Period and such amount shall be paid in
28 one payment directly to the Displaced Person.

1 Nothing in this Part III.A.1 shall require the Special Master to continue paying the
2 original RHP beyond the original RHP Period commencing from the date of the Displaced
3 Person's receipt of the original RHP.

4 **e. Effect of Recalculation on the Original RHP.** In the event any error(s) made
5 by the City in determining the original RHP is discovered in the course of recalculating the RHP
6 by the Special Master, any error that would result in a reduction of the original RHP shall have
7 no effect on the original RHP or calculation of the Comparable Rent Gap Payment unless the
8 error(s) was caused by the Displaced Person having provided erroneous information to the City
9 at the time the original RHP was determined. In the latter event, the Special Master may correct
10 the amount of the original RHP and reduce prospective RHP payments for the balance of the
11 RHP period based on the corrected information, provided however, that the Special Master may
12 not recover for the City any previous overpayment of the RHP or credit any overpayment of the
13 RHP against any future RHP or Comparable Rent Gap payment.

14 **f. Provision of Additional Information.** The Special Master may request and
15 the Displaced Person may provide any additional information that is necessary to apply the terms
16 of this Part III.C.1, provided however, that a Displaced Person falling within Category A shall
17 not be required to submit a new application, re-apply for an RHP in order to have their RHP
18 recalculated, or submit or verify information that the Displaced Person previously provided to
19 the City.

20 **g. Exclusive RHP Remedy.** If a Displaced Person's RHP is recalculated
21 pursuant to Category A or the Displaced Person falls within Category A but is ineligible for
22 recalculation because they were referred to a CRU after May 2002, such Displaced Person is not
23 eligible to receive an RHP benefit pursuant to any other RHP Category set forth in this Part III.

24 **2. CATEGORY B (Recalculation of RHP for Section 8 Participants).**

25 **a. Eligibility for Recalculation.** Except for the claims jointly reviewed and
26 recalculated by Plaintiffs' and Defendants' counsel pursuant to the Order Enforcing Preliminary
27 Injunction, entered February 7, 2005, a Displaced Person that receives Section 8 assistance as of
28 the Date of Approval and that moved to a Section 8 Unit before May 2002 or was not referred to

1 a Comparable Section 8 Unit by the City after May 2002 will have their RHP recalculated by the
2 Special Master, pursuant to the provisions of Part IV.B of this Agreement, to determine if the
3 Displaced Person is entitled to an increased RHP. A Displaced Person that receives an RHP that
4 was referred to a Comparable Section 8 Unit after May 2002 will not have their claim
5 recalculated by the Special Master, but will continue to receive the RHP previously determined
6 by the City until expiration of the RHP Period applicable to their claim.

7 **b. Method of RHP Recalculation.** The RHP of each eligible Displaced Person
8 shall be recalculated pursuant to the Section 104(d) or URA formula based on the Displaced
9 Person's election to receive benefits under Section 104(d) or the URA, provided however, that (i)
10 the "rent and utilities" factor shall be the lower of the Actual Rent or a Comparable Rent of
11 \$450; and (ii) the Displaced Person's income shall be based on the income and Section 8
12 payment at the time the Displaced Person relocated to the Section 8 Unit.

13 **c. Section 8 Rent Gap Remedy.** If there is a gap between the RHP previously
14 determined by the City ("original RHP") and the recalculated RHP ("Section 8 Rent Gap"), the
15 Displaced Person shall continue to receive the original RHP until expiration of the RHP Period
16 applicable to their claim plus the Section 8 Rent Gap Payment.

17 **d. Manner of Section 8 Rent Gap Payment.** The Special Master, with the
18 consent of the Displaced Person, may make a "back" payment to the Displaced Person to cover a
19 Section 8 Rent Gap Payment for the period during which the Displaced Person has been
20 receiving an RHP, and such payment, together with the original RHP, shall count towards
21 satisfaction of the original RHP Period.

22 If the Special Master does not make a "back" Section 8 Rent Gap Payment or the
23 Displaced Person does not consent to such "back" payment, the Special Master shall make the
24 Section 8 Rent Gap Payment prospectively, commencing from the first of the month following
25 the date of recalculation, provided however, that such payments may be disbursed evenly,
26 together with the original RHP, over the remaining months of the original RHP Period.

27 If the RHP and the Section 8 Rent Gap Payment are made to the Displaced Person's
28 landlord as monthly rent payments, including payments for any utilities charged by the landlord

1 (“monthly rent charge”), and the RHP and the Section 8 Rent Gap Payment together would
2 exceed that monthly rent charge, the amount that exceeds the monthly rent charge shall be
3 calculated for the remaining months of the original RHP Period and such amount shall be paid in
4 one payment directly to the Displaced Person.

5 Nothing in this Part III.A.2 shall require the Special Master to continue paying the
6 original RHP beyond the original RHP Period commencing from the date of the Displaced
7 Person’s receipt of the original RHP.

8 **e. Effect of Recalculation on the Original RHP.** In the event any error(s) made
9 by the City in determining the original RHP is discovered in the course of recalculating the RHP
10 by the Special Master, any error that would result in a reduction of the original RHP shall have
11 no effect on the original RHP or calculation of the Section 8 Rent Gap Payment unless the
12 error(s) was caused by the Displaced Person having providing erroneous information to the City
13 at the time the original RHP was determined. In the latter event, the Special Master may correct
14 the amount of the original RHP and reduce prospective RHP payments for the balance of the
15 RHP period based on the corrected information, provided however, that the Special Master may
16 not recover for the City any previous overpayment of the RHP or credit any overpayment of the
17 RHP against any future RHP or Section 8 Rent Gap payment.

18 **f. Provision of Additional Information.** The Special Master may request and
19 the Displaced Person may provide any additional information that is necessary to apply the terms
20 of this Part III.C.2, provided however, that a Displaced Person falling within Category B shall
21 not be required to submit a new application, re-apply for an RHP in order to have their RHP
22 recalculated, or submit or verify information that the Displaced Person previously provided to
23 the City.

24 **g. Exclusive RHP Remedy.** If a Displaced Person’s RHP is recalculated
25 pursuant to Category B or the Displaced Person falls within Category B but is ineligible for
26 recalculation because they were referred to a Comparable Section 8 Unit after May 2002, such
27 Displaced Person is not eligible to receive an RHP benefit pursuant to any other RHP Category
28 set forth in this Part III.

1 **3. CATEGORY C (*RHP for Persons Receiving General Relief*).**

2 Except as set forth in Parts III.C.1 and III.C.2 of this Agreement, a General Relief
3 Displaced Person who is receiving General Relief at the time of their application or re-
4 application pursuant to the Enforcement Order dated February 7, 2005 or this Agreement and
5 that meets the other terms and conditions set forth in this Part III.C.3 shall be eligible to draw an
6 RHP from the Relocation Assistance Fund, as follows:

7 **a. Maximum Amount of RHP.** General Relief Displaced Persons with past or
8 pending relocation assistance claims, or who file new claims, are eligible to receive a maximum
9 RHP of Seven Thousand Five Hundred Dollars (\$7,500.00). A General Relief Displaced Person
10 may seek a withdrawal from the Relocation Assistance Fund for such RHP during such time
11 period, in such amounts, and for such purposes as set forth in this Part III.C.3. The Special
12 Master shall establish a process for General Relief Displaced Persons to seek a withdrawal for an
13 RHP from the Relocation Assistance Fund.

14 **b. General Relief RHP Period.** The maximum period for which a General
15 Relief Displaced Person is eligible to draw an RHP from the Relocation Assistance Fund shall be
16 (i) *for new claims*, forty two (42) months commencing One Hundred Twenty (120) calendar days
17 from the date Notice or Re-Notice to Displaced Persons is posted and mailed by the Special
18 Master pursuant to Part IV.C of this Agreement; or (ii) *for past or pending claims*, forty-two (42)
19 months commencing from the date the Special Master issues a determination or redetermination
20 on a past or pending claim that the Special Master determines falls within Category C of Part
21 III.C of this Agreement. The Special Master shall have the discretion to adjust the
22 commencement date of the forty two (42) month period to August 1, 2005 for a General Relief
23 Displaced Person that is drawing an RHP as of the Date of Approval if the Special Master
24 determines that the Displaced Person received adequate notice of his or her rights to draw an
25 RHP pursuant to Part III.A.3 of the Enforcement Order entered February 7, 2005.

26 **c. Purpose for Which RHP May Be Drawn.** A claim may be made by a
27 General Relief Displaced Person against the Relocation Assistance Fund to pay for eligible rent
28 related needs that are not paid by the County's General Relief program. Eligible rent related

needs are the following: (1) any rent gap the General Relief Displaced Person experiences during the General Relief RHP Period as a result of termination or withdrawal from the General Relief program or an increase in rent at an existing or new unit or any portion thereof that is not paid by the County; (2) any security deposits needed by the General Relief Displaced Person during the General Relief RHP Period; (3) any moving expenses reimbursable under the URA that are needed by the General Relief Displaced Person during the General Relief RHP Period, provided however, that the General Relief Displaced Person is required to move through no fault of their own; and (4) any reduction of the General Relief Displaced Person's "personal needs" voucher provided by the County that occurred as a result of displacement or that occur during the General Relief RHP Period due to increased rents. The Special Master may make payments of rent or other amounts owing to third parties directly to the landlord or third party as applicable.

d. Limitation on Monthly Rent. In the event the General Relief Displaced Person is terminated or withdraws from the County's General Relief program or moves from the unit paid for by the County General Relief program, the monthly payment for any rent gap, exclusive of any payment for security deposits, moving expenses, or "personal needs" payment shall be (i) the difference between the Actual Rent and 30% of the General Relief Displaced Person's Adjusted Monthly Income; and (ii) in no event, shall exceed the annual HUD Fair Market Rent for a 0-Bedroom unit, provided however, that the amount that shall be applied to this provision as of the Date of Approval is \$522. Commencing January 1, 2006, that amount shall be adjusted on January 1 of each year of the General Relief RHP Period pursuant to HUD Fair Market Rents for the Stockton Metropolitan Area.

e. Prospective Payments. Any claim by a General Relief Displaced Person pursuant to this Part III.C.3 shall be treated as a claim for prospective payments, and nothing in this Part shall be construed to require a retroactive payment to or on behalf of a General Relief Displaced Person.

f. Deadline for New Applications by General Relief Displaced Persons. A General Relief Displaced Person that has not previously applied for relocation assistance benefits must apply for relocation benefits within One Hundred Twenty (120) calendar days from the date

1 Notice to Displaced Persons is posted and mailed pursuant to Part IV.C of this Agreement ("120-
 2 Day Application") in order to be eligible to submit subsequent periodic claims against the
 3 Relocation Assistance Fund. The Special Master shall request such information as is necessary
 4 to determine whether the General Relief Displaced Person is eligible to receive benefits pursuant
 5 to Category C within the time set forth in the Relocation Assistance and Appeal Process (RAAP)
 6 attached hereto and incorporated herein as Exhibit 2. If the Special Master determines that the
 7 person is eligible, the General Relief Displaced Person shall receive a Notice of Determination of
 8 their eligibility to receive an RHP pursuant to this Part III.C.3 (Category C), a description of the
 9 terms and conditions of this Part III.C.3 (Category C) of the Agreement, and shall be advised in
 10 writing of the process to follow to seek a withdrawal from the Relocation Assistance Fund. If
 11 the Special Master determines that the General Relief Displaced Person is not eligible for an
 12 RHP pursuant to this Part III.C.3 (Category C), the Displaced Person's 120-Day Application
 13 shall be treated as an application for an RHP pursuant to either Part III.C.1, III.C.2, or III.C.4
 14 (Category A, B, or D). In such event, the Notice of Determination to the Displaced Person shall
 15 advise the Displaced Person of the reason(s) for the determination and explain the RHP benefits
 16 for which the Displaced Person is eligible.

17 **g. Past and Pending Claims of General Relief Displaced Persons** General
 18 Relief Displaced Persons that were previously denied an RHP by the City or that have pending
 19 claims for relocation assistance benefits may, but shall not be required, to re-apply for relocation
 20 assistance benefits. The Special Master shall review these claims, and notices of determination
 21 or redetermination shall be issued by the Special Master to provide the claimants with the same
 22 information that new claimants will receive pursuant to Part III.C.3.f, above.

23 **h. Exclusive RHP Remedy.** A General Relief Displaced Person that is eligible
 24 to draw an RHP from the Relocation Assistance Fund is not eligible to receive an RHP benefit
 25 pursuant to any other RHP Category set forth in this Part III.

26 **4. CATEGORY D (*RHP for Other Displaced Persons*).**

27 A Displaced Person that is not eligible to receive a recalculation of the RHP pursuant to
 28 Parts III.C.1 (Category A), III.C.2 (Category B), or to draw an RHP from the Relocation

1 Assistance Fund pursuant to Part III.C.3 (Category C) shall be eligible to receive the RHP
2 benefits set forth in this Part III.C.4, pursuant to the subcategory applicable to such Displaced
3 Person.

4 **a. Sub-Category D.1.** This subcategory shall apply to all pending and future
5 claims of Displaced Persons that were never referred to a CRU, do not receive an RHP, and do
6 not receive Section 8 or General Relief.

7 If such Displaced Person has relocated to an Actual Unit as of the time of determination
8 or redetermination pursuant to this Agreement, such Displaced Person shall receive (i) an RHP
9 sufficient to make the Actual Unit affordable; or (ii) at the Displaced Person's option, the right to
10 move to a CRU. If the Displaced Person elects to receive an RHP pursuant to Part III.C.4.a.i, the
11 RHP shall be determined pursuant to the applicable Section 104(d) or URA formula, depending
12 on the Displaced Person's choice, provided however, that the "income" factor of the formula
13 shall be based on the Displaced Person's income at the time of their application and the "rent and
14 utilities" factor shall be the lower of the Actual Rent or a Comparable Rent of \$450.

15 If the Displaced Person does not have an Actual Unit or elects to move to a CRU
16 pursuant to Part III.C.4.a.ii, the Displaced Person will be referred to a CRU by the Special
17 Master, and if necessary to make the unit affordable, receive an RHP. Such RHP shall be
18 determined pursuant to the applicable Section 104(d) or URA formula, depending on the
19 Displaced Person's choice, provided however, that the "income" factor of the formula shall be
20 based on the Displaced Person's income at the time of relocation to the CRU, and the "rent and
21 utilities" factor shall be determined as follows: (1) If ten or fewer applications for a CRU are
22 received by the Special Master within a one month period, the "rent and utilities" shall be the
23 Actual Rent of the CRU; (2) If more than ten applications for a CRU are received by the Special
24 Master within a one month period, the Special Master will conduct a new Comparable Rent
25 survey, and, for any Displaced Person who has not been relocated prior to the ten application
26 threshold being reached, the "rent and utilities" factor shall be the lower of the Actual Rent or the
27 Comparable Rent determined pursuant to such survey. If the "survey" provision applies, the
28 Special Master must provide the affected Displaced Person(s) with reasonable notice of the

1 amount of the Comparable Rent determined pursuant to the new survey before the Displaced
2 Person(s) secure an Actual Unit on their own. If the Special Master fails to provide reasonable
3 notice, then the "rent and utilities" factor must be determined on the basis of the Actual Unit
4 secured by such Displaced Person(s).

5 **b. Sub-Category D.2.** This subcategory shall apply to all pending and future
6 claims of Displaced Persons that are offered Section 8 for their RHP.

7 If the Displaced Person elects to receive benefits under the URA, the Displaced Person
8 shall not be required to accept Section 8 assistance. In such case, the Displaced Person would
9 have the same RHP options as a Displaced Person pursuant to Subcategory D.1.

10 If the Displaced Person elects to receive relocation benefits pursuant to Section 104(d) or
11 accepts an offer pursuant to the URA to receive Section 8 assistance, the Displaced Person shall
12 receive a referral from the Special Master to a Comparable Section 8 Unit. If the Displaced
13 Person is not referred to a Comparable Section 8 Unit, an RHP for the difference between the
14 rent and utilities the Displaced Person must pay over and above 30% of the Displaced Person's
15 Adjusted Monthly Income at the time of relocation to the Section 8 Unit must be provided.

16 If a Displaced Person already receives Section 8 at the time of their redetermination or
17 application pursuant to this Agreement, and such Displaced Person never received a referral to a
18 Comparable Section 8 unit from the City, the Displaced Person's claim should be processed
19 pursuant to Section III.C.2 (Category B).

20 **c. Sub-Category D.3.** This subcategory shall apply to any Displaced Person that
21 does not fall into Category A, B, C, D.1, or D.2. Such Displaced Person shall be referred to a
22 CRU by the Special Master, and if necessary to make the unit affordable, receive an RHP. Such
23 RHP shall be determined pursuant to the applicable Section 104(d) or URA formula, depending
24 on the Displaced Person's choice, provided however, that the "income" factor of the formula
25 shall be based on the Displaced Person's income at the time of relocation to the CRU, and the
26 "rent and utilities" factor shall be determined as follows: (i) If ten or fewer applications for a
27 CRU are received by the Special Master within a one month period, the "rent and utilities" shall
28 be the Actual Rent of the CRU; (2) If more than ten applications for a CRU are received by the

1 Special Master within a one month period, the Special Master will conduct a new Comparable
 2 Rent survey, and, for any Displaced Person who has not been relocated prior to the ten
 3 application threshold being reached, the "rent and utilities" factor shall be the lower of the Actual
 4 Rent or the Comparable Rent determined pursuant to such survey. If the "survey" provision
 5 applies, the Special Master must provide the affected Displaced Person(s) with reasonable notice
 6 of the amount of the Comparable Rent determined pursuant to the new survey before the
 7 Displaced Person(s) secure an Actual Unit on their own. If the Special Master fails to provide
 8 reasonable notice, then the "rent and utilities" factor must be determined on the basis of the
 9 Actual Unit secured by such Displaced Person(s). If a Displaced Person in this category is
 10 receiving General Relief, the Actual Rent shall be only that portion of the Displaced Person's
 11 rent in excess of the amount the County pays to the landlord on behalf of the Displaced Person.

12 **D. Lost Belongings Policy.**

13 Commencing as of the Date of Approval, the Special Master shall apply and implement
 14 the "Valuation of Lost Belongings Policy" attached hereto and incorporated herein as Exhibit 1
 15 for all past, pending and future claims by Displaced Persons for compensation for lost
 16 belongings in connection with their move from the hotels listed in the definition of "Displaced
 17 Person" above, including redeterminations of previously decided claims. The Special Master
 18 shall not redetermine any claims for lost belongings that have already been determined since
 19 February 7, 2005 pursuant to the Valuation of Lost Belongings Policy, provided that, this does
 20 not preclude the Special Master from resolving any appeals.

21 **E. Former Occupants of Steve's Hotel.**

22 Displaced Persons that moved from Steve's Hotel who have not previously applied for
 23 relocation assistance benefits or whose claims for relocation assistance because of their
 24 displacement from Steve's Hotel were denied shall be entitled to receive relocation assistance
 25 benefits, including reimbursement for moving expenses and the relocation assistance benefits
 26 pursuant to the policies and procedures set forth in Parts III and IV of this Agreement. Such
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1 claims shall be made within One Hundred Twenty (120) days following the posting and mailing
2 of notices pursuant to Part IV.C below.

3 **F. Credit for Previous Payments.**

4 Except as set forth in Paragraph 3 of the Valuation of Lost Belongings Policy, in
5 determining relocation assistance benefits for a Displaced Person, the Special Master may take
6 into account previous relocation payments made by the City or the Special Master to the
7 Displaced Person in determining or redetermining the amount of a Displaced Person's claim, as
8 follows: An advance payment of rent and/or utilities to a landlord or utility company on behalf
9 of a claimant may be credited towards an RHP due a claimant, and similar payments that are
10 directly or indirectly related to a particular type of relocation assistance benefit may be credited
11 against that benefit, provided however, that the Special Master may not credit any payment(s) for
12 temporary housing against a claim for relocation assistance benefits. In the event the Special
13 Master claims a credit for such prior payment(s), the amount and basis for such credit shall be
14 explained in the Special Master's notice of determination. Nothing in this Part III.F shall
15 preclude a Displaced Person from appealing a determination involving such a credit pursuant to
16 the RAAP, attached hereto and incorporated herein as Exhibit 2, if the claimant disputes the
17 amount of the credit, that the payment was made for or on the Displaced Person's behalf, and/or
18 the category of benefit against which the credit should be applied.

19 **IV. RELOCATION ASSISTANCE BENEFITS PROCEDURES**

20 To resolve the procedural disputes concerning City's obligation to provide relocation
21 assistance benefits to Displaced Persons, the parties agree as follows:

22 **A. Relocation Assistance Application and Appeal Procedure.**

23 Within thirty (30) days of the Date of Approval, City shall revise and/or amend City's
24 current relocation assistance and appeals process as it applies to Displaced Persons under this
25 Agreement, so that the RAAP attached hereto and incorporated herein as Exhibit 2 applies to all
26 past, pending and future relocation assistance claims by Displaced Persons, including
27 redeterminations of previously decided claims. Displaced Persons with past or pending
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1 relocation assistance claims that were previously decided by the City, are awaiting
2 determination, or that are redetermined pursuant to Part III of this Agreement shall be permitted
3 to supplement the record regarding their claim.

4 **B. Identification of Displaced Persons.**

5 **1. Displaced Persons Identification List.** Within thirty (30) days of the
6 Date of Approval of this Agreement, the Special Master shall update the March 11, 2005 list of
7 all Displaced Persons ("Displaced Persons Identification List or DPIL") that will be used to
8 provide notice and/or re-notice of relocation assistance benefits as set forth in Part IV.C, below.
9 The Special Master shall provide the updated DPIL to the City and Plaintiffs' Local Counsel and
10 the Oakland Office of Western Center on Law and Poverty immediately upon completion. The
11 updated DPIL shall include approximately one hundred (100) Displaced Persons for whom the
12 relocation assistance notices distributed in or about August 2002 ("2002 Relocation Assistance
13 Notice", a true and correct copy of which is attached hereto as Exhibit 3) were returned to City
14 by the U.S. Post Office, those approximately seven (7) persons who may have been displaced
15 from the Steve's Hotel of whom the City is aware, all Displaced Persons that submitted claims
16 for relocation assistance benefits pursuant to the 2002 and 2005 Relocation Assistance Notices,
17 and any other Displaced Persons potentially entitled to recalculation of the RHP or to new
18 benefits pursuant to Part III. The updated DPIL shall include all available identifying
19 information, including but not limited to social security numbers, the last known address and
20 telephone number of the Displaced Person, the name of the hotel from which each claimant is
21 believed to have been displaced, the approximate date that the Displaced Person was displaced,
22 whether the claimant receives and/or received Section 8 rental assistance or General Relief at the
23 time of displacement, and the status and nature of any relocation assistance claim previously
24 received by City. Nothing shall prevent either party from objecting to the addition or deletion of
25 a person from the DPIL. The party shall notify the Special Master of any such objection, and
26 provide the basis for the objection, within thirty (30) days of receipt of the updated DPIL.

27 **2. Updated Displaced Persons Identification List.** The Updated DPIL will
28 be used for purposes of notice and re-notice to Displaced Persons. The Special Master also shall

1 use the Updated DPIL to identify those Displaced Persons who previously submitted relocation
 2 assistance claims and/or an appeal of any decision that involves any of the policies and
 3 procedures subject to revision pursuant to this Agreement, including claims for an RHP where
 4 City's prior Comparable Rent, Section 8 and General Relief policies were applied; any claims
 5 involving lost belongings; and any appeals involving an issue related to City's prior application
 6 and appeal process. The Special Master shall ensure that any new Relocation Assistance Notice
 7 is consistent with this Agreement and the sample Relocation Assistance Notice, Questions and
 8 Answers, and Addenda A through D describing RHP Categories A, B, C, and D, attached hereto
 9 as Exhibit 3D.

10 **3. Review of RHP Claims Involving "Gap" RHP Issues.** Except for the
 11 claims jointly reviewed and recalculated by Plaintiffs' and Defendants' counsel pursuant to the
 12 Order Enforcing Preliminary Injunction entered February 7, 2005, the Special Master shall
 13 review all relocation assistance claims files involving Section 8 and Comparable Rent Gap RHP
 14 issues, as identified pursuant to Part IV.B, above, in an effort to determine the amount of the
 15 "gap" RHP payment, if any, to which each such claimant may be entitled. To the extent the
 16 Special Master requires additional information to determine the amount of any "gap" RHP
 17 payment to which a Section 8 participant may be entitled, the Special Master shall first attempt
 18 to obtain the necessary information from the claimant. If the information is unavailable from the
 19 claimant, the Special Master shall contact the San Joaquin Public Housing Authority ("PHA") to
 20 develop a process for obtaining the needed information from the PHA, including but not limited
 21 to requesting the PHA to mail an authorization for the release of information to each such
 22 claimant at their last known address in order to permit the Special Master to review the
 23 claimant's PHA file.

24 **C. Notice and Re-Notice of Right to Relocation Assistance and Benefits.**

25 Within thirty days (30) days upon completion of the Updated Displaced Persons
 26 Identification List, the Special Master shall provide notice and/or re-notice to Displaced Persons
 27 of the right to relocation assistance and benefits, including but not limited to the following:
 28

1 **1. Posting Notice.** The Special Master shall post in a place accessible to and
2 visible by members of the public, the Notice of Relocation Assistance and Benefits attached
3 hereto and incorporated herein as Exhibit 5, at each of the following locations: the local office of
4 the Social Security Administration, San Joaquin County Department of Mental Health, San
5 Joaquin County Human Services Agency, and PHA. The One Hundred Twenty (120) day time
6 limitation for submission of claims set forth in Exhibit 5 shall not apply to claims that are
7 concurrently recalculated by the Special Master pursuant to Part III.C.

8 **2. Notice Via Public Agencies.** The Special Master shall provide (a) a list
9 of the approximately 100 Displaced Persons for whom the August 2002 Relocation Assistance
10 Notices were returned and a list of the Steve's Hotel Displaced Persons drawn from the Updated
11 DPIL; (b) the Relocation Assistance Claims Form attached hereto as Exhibit 6, and (c) the
12 Notice attached hereto as Exhibit 5 to the following agencies: the local office of the Social
13 Security Administration, San Joaquin County Department of Mental Health, San Joaquin County
14 Human Services Agency, and the PHA, together with a written request that each of those
15 agencies review Item (a) to determine whether such agency has a record of a present or last
16 known address for any person included on the list, and if so, requesting that the agency either
17 provide the address of the person to the Special Master or mail Items (b) and (c), together with a
18 cover letter from the Special Master, to each such Displaced Person at the current or last known
19 address reflected in the agency's record. The Special Master shall also request that each Agency
20 provide the Special Master with a list of the information as to the names of all Displaced Persons
21 to whom the Agency mailed the Special Master's cover letter and Items (b) and (c) and, if
22 possible, a copy of Item (a) crossing out the names of all Displaced Persons to whom the agency
23 mailed Items (b) and (c). The Special Master's request also shall advise each such Agency that
24 the Special Master will reimburse each Agency for any reasonable postage and mailing supplies
25 necessary to accomplish such mailing. The Special Master shall simultaneously provide the City
26 and Plaintiffs' Local Counsel and the Oakland Office of Western Center on Law and Poverty
27 with a copy of the written request and enclosures sent to each such Agency. Within five (5) days
28 of receipt of return information from each Agency, the Special Master shall provide a copy of the

1 information to the City and Plaintiffs' Local Counsel and the Oakland Office of Western Center
2 on Law and Poverty.

3 **3. Notice By Mail to Former and Pending Claimants.** Within five (5)
4 days after completion of the Updated DPIL pursuant to Part IV.B above and in no event more
5 than thirty (30) days after the posting of notice pursuant to Part IV.C.1 above, the Special Master
6 shall mail a written notice to all Displaced Persons with past and pending claims for relocation
7 assistance of the City's revised policies and procedures regarding the City's Relocation
8 Assistance and Appeal Process; RHP policies; and the Lost Belongings policy that may affect the
9 amount of relocation assistance benefits the claimant has received or will receive in the future.
10 The notice shall advise each Displaced Person that Defendants will send each such Displaced
11 Person a Determination or Redetermination Notice by the Special Master within thirty (30) days
12 advising the Displaced Person of the effect of the changed policies on the Displaced Person's
13 claim for relocation assistance benefits, or if needed, requesting additional information from the
14 Displaced Person in order to complete the Special Master's Determination or Redetermination.
15 The notice also shall include the 2005 Relocation Assistance Notice (Ex. 3D), as may be revised
16 by the Special Master, Exhibits 1 and 2 to this Agreement, and advise claimants that they may
17 contact Special Master if they have any questions regarding the status of their claim. The notice
18 shall be mailed to each Displaced Person at the address set forth on the Updated DPIL, or if
19 different, to the most recent address that the Special Master has for the Displaced Person. A
20 copy of each such Notice, Determination, and Redetermination Notice shall be simultaneously
21 mailed to the City and Plaintiffs' Local Counsel and the Oakland Office of Western Center on
22 Law and Poverty, and shall be subject to the Stipulated Protective Order entered on February 7,
23 2005 and attached hereto as Exhibit 4.

24 **4. Time to Apply.** Except as otherwise provided in Part III or Part IV of this
25 Agreement, a claim for benefits pursuant to the Notices that are posted and mailed pursuant to
26 Part IV must be submitted within One Hundred Twenty (120) Days from the date the Notice is
27 posted. Any Notice that is mailed shall give the Displaced Person at least Ninety (90) Days to
28 submit a claim, but in no event shall the deadline for submitting a claim be any earlier than the

1 deadline for the posted Notice. Any Notice that is posted or mailed shall include the date the
 2 notice was posted or mailed and shall set forth the date by which the Displaced Person must
 3 submit an application for benefits. In the event the deadline for submitting a claim pursuant to a
 4 Notice that is mailed is later than the deadline set forth on the posted Notice, the mailed Notice
 5 shall state that the time to submit an application has been extended to a date certain as set forth
 6 on the mailed Notice, and such date shall not be less than Ninety (90) Days from the date of
 7 mailing.

8 **5. Processing of Applications.** Except as otherwise provided in this Part IV,
 9 the Special Master shall process applications or requests that result from the noticing provided
 10 for in this Part IV in accordance with the RAAP, including any applications or requests that the
 11 Special Master determines are untimely. Nothing in this subpart shall preclude the Special
 12 Master from issuing a determination pursuant to the RAAP that such application or request is
 13 untimely.

14 **V. RELOCATION ASSISTANCE PAYMENTS TO INDIVIDUAL PLAINTIFFS.**

15 Notwithstanding the Relocation Assistance Policies and Procedures set forth in Parts III
 16 and IV of this Agreement, within seven (7) calendar days of the Date of Approval, Plaintiffs
 17 shall provide Defendants' Counsel with an executed General Release and waiver of all claims
 18 against the City and Agency and their respective officers, employees, agents and representatives,
 19 in a form substantially the same as the General Release attached hereto to and incorporated
 20 herein as Exhibit 10. Within fourteen (14) calendar days of delivery of said General Release to
 21 Defendants' Counsel, Defendants City or Agency shall issue a check in the amount of \$45,000,
 22 less any RHP payments made to or on behalf of Plaintiffs Dwain Henderson, Richard Price,
 23 Lucinda Watson and Lance White between the period November 1, 2005 and Date of Approval
 24 ("Relocation Assistance Payment to Individual Plaintiffs"), payable to California Rural Legal
 25 Assistance Client Trust Fund for distribution to the Individual Plaintiffs. Plaintiffs shall have
 26 sole responsibility for determining how the Relocation Assistance Payment to Individual
 27 Plaintiffs is allocated among the Individual Plaintiffs.

1 **VI. REPLACEMENT OF LOWER INCOME HOUSING UNITS**

2 To resolve the disputes concerning City's obligation to replace the lower income housing
3 units located in the downtown residential buildings currently known by the names listed below,
4 Defendants shall construct or cause the construction of 340 units of lower income housing within
5 the City of Stockton ("replacement unit obligation"), as set forth in this Part VI of the
6 Agreement. The residential buildings are the Alex, Commercial, Earle, El Tecolote, Jackson,
7 Land, La Verta, Main, St. Leo's, Terry and Toni Hotels; Hunter Apartments; and Stanislaus
8 Apartments.
9

10 **A. Credit for Hotel Stockton Units.** One hundred fifty five (155) residential units
11 located at the property commonly known as the Hotel Stockton shall count towards the 340
12 replacement unit obligation, provided that:

13 **1. Affordability Levels and Period of Affordability.**

14 **a. Affordability at or below 35% of AMI.** At least 78 units (48 studio
15 units and 30 one-bedroom units) shall be available at Affordable Rent to, and occupied by,
16 households with incomes at or below 35% of the Area Median Income (AMI) for a period of at
17 least 55 years.
18

19 **b. Affordability at or below 45% of AMI.** The remaining 77 units (48
20 studio units and 29 one-bedroom units) shall be available at Affordable Rent to, and occupied by,
21 households with incomes at or below 45% of the AMI for a period of at least 55 years.
22

23 **c. TCAC Regulatory Agreement.** The parties acknowledge that the
24 above affordability requirements are consistent with the California Tax Credit Allocation
25 Committee (TCAC) regulatory agreement covering the Hotel Stockton and executed on or about
26 October 5, 2005 by Hotel Stockton Investors, a California Limited Partnership.
27
28

1 2. **Removal of Any Contrary Restrictions, Targeting or Preferences for**
2 **Seniors.** The Agency shall ensure that the owners and managers of the Hotel Stockton will not
3 in any way restrict occupancy of the Hotel Stockton units to seniors or otherwise target or prefer
4 senior applicants in the selection of tenants for the Hotel. The Agency will implement this
5 obligation by causing the following actions to be taken:

6
7 a. **Amendment of Agency Regulatory Agreement.** Within sixty (60)
8 days of the Date of Approval, the Agency shall cause the Agency Regulatory Agreement
9 covering the Hotel Stockton to be amended to delete any reference to or indication that any units
10 in the Hotel are or will be restricted for or targeted to occupancy by seniors or that any
11 preference will be granted to seniors in the selection of tenants for the Hotel. The amended
12 regulatory agreement shall be recorded in the Office of the San Joaquin County Recorder within
13 ninety (90) days of the Date of Approval, and a copy of the Regulatory Agreement, reflecting
14 that it has been recorded, shall be provided to Plaintiffs' Local Counsel and the Oakland Office
15 of the Western Center on Law and Poverty within one hundred twenty (120) days of the Date of
16 Approval.
17

18 b. **Amendment of Outreach and Informational Materials.** Within ten
19 (10) days of the Date of Approval, Defendants shall delete from any Agency or City outreach or
20 informational materials any reference to or indication that any units in the Hotel are or will be
21 restricted for or targeted to occupancy by seniors or that any preference will be granted to seniors
22 in the selection of tenants for the Hotel. Defendants' actions in this regard shall include
23 amending the websites of the Agency and the City. Within thirty (30) days of the Date of
24 Approval, the Agency shall also cause similar amendment of any outreach, informational or
25 marketing materials of the owners and managers of the Hotel Stockton.
26
27
28

1 c. **Affirmative Marketing.** Within thirty (30) days of the Date of
2 Approval, the City and Agency shall cause the marketing, advertising and other communications
3 regarding the availability of the Hotel Stockton to indicate that the Hotel Stockton is not
4 restricted to occupancy by seniors, nor are seniors preferred in any way in the Hotel's tenant
5 selection process. The affirmative marketing shall include, but is not limited to, City, Agency,
6 and Hotel Stockton website information, informational fliers, and providing notice to local social
7 service organizations that the Hotel Stockton units are not restricted to senior households.

8
9 3. **Priority for Displaced Persons.** Within sixty (60) days of the Date of
10 Approval, Defendants shall ensure that all Displaced Persons as defined in this Agreement are
11 placed at the top of the Hotel Stockton tenant waiting list. The Displaced Persons shall have a
12 right of first refusal for Hotel units as they become available as set forth in Part VI.B.4, below.
13 Defendants shall ensure that all Displaced Persons identified on the Updated DPIL prepared by
14 the Special Master pursuant to Part IV of this Agreement and all Displaced Persons with past,
15 pending or future relocation assistance claims receive a written notice that their name has been
16 added to the Hotel Stockton waiting list ("Waiting List Notice"). The notice shall advise
17 Displaced Persons of the method and manner by which Displaced Persons will be notified of a
18 vacancy at the Hotel Stockton, and any steps the Displaced Persons must take to ensure receipt
19 of notices of any vacancies at the Hotel Stockton. A copy of each Waiting List Notice shall be
20 simultaneously provided to Plaintiffs' Local Counsel and the Oakland Office of Western Center
21 on Law and Poverty. Nothing in this provision shall be construed to require the Hotel Stockton
22 owner or operator to provide notice of each vacancy to all persons on the waiting list.

23
24 B. **Remaining 185 Replacement Units.** The City shall construct or cause to be
25 constructed the remaining 185 replacement units as follows:

26
27 1. **Affordability Levels and Period of Affordability.**
28

1 a. **Affordability at or below 30% of AMI.** At least 100 units shall be
2 available at Affordable Housing Cost or Affordable Rent to, and occupied by, households with
3 incomes at or below 30% of the AMI for a period of at least 55 years.

4 b. **Affordability at or below 60% of AMI.** 85 units shall be available at
5 Affordable Housing Cost or Affordable Rent to, and occupied by, households with incomes at or
6 below 60% of the AMI for a period of at least 55 years.

7
8 2. **Timing for Construction of Replacement Units.** City will complete
9 construction of the remaining 185 replacement units pursuant to the following schedule:

10 a. **By December 31, 2009.** Fifty percent (50%) of the 100 units available
11 at Affordable Housing Cost or Affordable Rent to households with incomes at or below 30% of
12 the AMI and fifty percent (50%) of the 85 units available at Affordable Housing Cost or
13 Affordable Rent to households with incomes at or below 60% of the AMI shall be completed by
14 December 31, 2009.

15
16 b. **By December 31, 2010.** Fifty percent (50%) of the 100 units available
17 at Affordable Housing Cost or Affordable Rent to households with incomes at or below 30% of
18 the AMI and fifty percent (50%) of the 85 units available at Affordable Housing Cost or
19 Affordable Rent to households with incomes at or below 60% of the AMI shall be completed by
20 December 31, 2010.

21
22 c. **Completion of 185 Units.** Satisfaction of Part VI.B.2 of the
23 Agreement shall mean that construction and recording of affordability covenants and non-senior
24 restrictions for all 185 units shall be completed and certificates of occupancy, final inspection
25 and authorizations, or their equivalent, issued by the dates set forth herein.

26 3. **Additional Credit for Deeper Targeting.** Notwithstanding the number
27 of units set forth in Part VI.B.1.b, the City shall receive a .5 credit against a unit available at 60%
28

1 of the AMI for each unit, beyond the 100 units set forth in Part VI.B.1.a, that is available at
2 Affordable Housing Cost or Affordable Rent to, and occupied by, households with incomes at or
3 below 30% of the Area Median Income.

4 4. **Location of 185 Units.** The 185 replacement units shall be located within
5 the City of Stockton and shall be near public transit and services.

6 5. **Right of First Refusal for Displaced Persons.** All Displaced Persons
7 shall have a right of first refusal for admission to any of the 185 replacement units constructed
8 pursuant to this Agreement, so long as they would otherwise meet all requirements imposed by
9 statute, regulation or funding source for admission to such housing. Defendants therefore agree
10 to take all appropriate steps to implement this right of first refusal when funding, providing
11 incentives to, regulating, or restricting any housing units constructed pursuant to this Agreement,
12 including but not limited to, notifying the owners of said units of this provision and requiring the
13 owners to provide the City with the anticipated construction and/or rehabilitation schedule,
14 anticipated date of availability, and anticipated date that applications for rent or sale will be
15 taken. The City shall further require that said schedule be submitted to the City within sufficient
16 time to provide Plaintiffs' Counsel with a written notice of the anticipated schedule at least 45
17 days in advance of the date that rental or sale applications will be taken by the developers and/or
18 owners. The City shall provide Plaintiffs' Local Counsel and the Oakland Office of Western
19 Center on Law and Poverty with copies of all anticipated and/or revised schedules within five (5)
20 days from Defendants' receipt of such schedules from the developers and/or owners.
21

22 C. **Not Restricted to Seniors.** In order to count towards the replacement unit
23 obligations of this Agreement, the City shall ensure by regulatory agreement and recorded
24 covenants that none of the replacement units are restricted to seniors or the elderly.
25

26 D. **Length of Affordability; Legal Requirements.** In order to count towards the
27 requirements of this Agreement, all units constructed for households at the income levels set
28

1 forth in Parts VI.A and VI.B shall remain available to and occupied by households at those
 2 income levels for the longest feasible time as defined in Health & Safety Code § 33334.3, but not
 3 for fewer than 55 years, and shall have covenants of affordability that run with the land recorded
 4 with the San Joaquin County Recorder's office insuring such affordability, pursuant to Health &
 5 Safety Code § 33334.3 and require Monitoring. The City shall provide a copy of the recorded
 6 covenants to Plaintiffs' Local Counsel and the Oakland Office of Western Center on Law and
 7 Poverty within thirty (30) days of the date of recording.

8 E. **Replacement Units Not Double Counted.** Except as expressly provided in this
 9 Part VI of the Agreement, the 340 Replacement Units shall not be counted to meet any other
 10 replacement housing obligation of Defendants.

11 **VII. RELOCATION ASSISTANCE AND REPLACEMENT HOUSING PLANS.**

12 A. **The Main Hotel.**

13 1. **Notices to Tenants.** Within fifteen (15) days of the Date of Approval of this
 14 Agreement, the City shall issue a Notice of Eligibility to all persons currently residing at the
 15 property commonly known as the Main Hotel. Said notices shall conform to California and
 16 federal laws and implementing regulations governing the provision of residential relocation
 17 assistance, including the California Relocation Assistance Act, and the CRL, and by informing
 18 the Main Hotel residents that they will be entitled to relocation assistance and benefits if the City
 19 requires them to move, that the City is not currently requiring them to move, and that if they
 20 move prior to receiving a 90-day notice to move, they may lose their entitlement to relocation
 21 assistance and benefits. Said Notice of Eligibility shall be substantially the same as the notice
 22 attached hereto to and incorporated herein as Exhibit 7 of this Agreement.
 23

24 2. **Survey of Tenants.** Within thirty (30) days of the Date of Approval of this
 25 Agreement, the City shall survey and identify all current residents of the Main Hotel and compile
 26 a list that includes the name, unit number and, if available from the Main Hotel operator or if
 27
 28

provided by the resident, the source and amount of income of each person currently residing at the Main Hotel. This list shall be provided to Plaintiffs' Local Counsel and the Oakland Office of Western Center on Law and Poverty, with the residents' names redacted, within thirty (30) days of the Date of Approval of this Agreement, provided however, that the complete list, including residents' names, shall be subject to disclosure to Plaintiffs' Counsel in the event Plaintiffs file a motion to enforce the Agreement based on an alleged breach of this Part VII.

3. **Relocation Assistance Plan.** Not less than six (6) months prior to displacing any persons residing at the Main Hotel, the City shall prepare a Relocation Assistance Plan for the Main Hotel in accordance with California laws and implementing regulations governing the provision of residential relocation assistance, including the California Relocation Assistance Act and the CRL. The City shall follow the Relocation Assistance Plan in carrying out relocation from the Main Hotel.

B. The James, Mariposa, and Steve's Hotels.

1. **Lower Income Residential Units Removed By City or Agency.** In the event the City or Agency acquires the properties now known as the James, Mariposa or Steve's Hotels by purchase or eminent domain, and the lower income residential units located at the property or properties are subsequently demolished, converted or otherwise removed by the City, Agency or any other person or entity, or are demolished, converted or otherwise removed by the City or Agency prior to acquisition by purchase or eminent domain, the City or Agency shall replace the units or cause the units to be replaced in accordance with the CRL within eight years of the date of acquisition or four years of the date of demolition, conversion or removal, whichever is earlier. Seventy-five percent (75%) of the replacement units for these Hotels shall be available at Affordable Housing Cost or Affordable Rent to, and occupied by, households with incomes at or below 30% of the AMI.

1 2. **Lower Income Residential Units Removed By Private Owner.** In the event
2 a current or future private owner of any of the properties currently known as the James,
3 Mariposa, and Steve's Hotels demolishes, converts, or otherwise causes the removal of the
4 residential units currently located at the properties, and the property is subject to an agreement
5 with the City or the Agency, or receives financial assistance from the City or Agency, the City or
6 Agency shall prepare replacement housing plans in accordance with the applicable California
7 and federal laws and regulations, including Section 104(d) and the CRL, and shall replace or
8 ensure the replacement of the units within four years of the date of the acquisition, demolition,
9 conversion or removal. Seventy-five percent (75%) of the replacement units for these Hotels
10 shall be available at Affordable Housing Cost or Affordable Rent to, and occupied by,
11 households with incomes at or below 30% of the AMI.
12

13 3. **Total Number of Units.** For purposes of this Part VII.B, there are currently
14 49 lower income residential units located at the James, Mariposa, and Steve's Hotels, as follows:
15 James Hotel has 7 units; Mariposa Hotel has 27 units, and the Steve's Hotel has 15 units.
16

17 **VIII. IMPLEMENTATION OF SETTLEMENT**

18 A. **Settlement Process.**

19 1. A final version of this Agreement, including a complete attorneys' fees and costs
20 provision, shall be completed and presented to Defendants City Council and Redevelopment
21 Agency at their regularly scheduled meeting(s) on or before December 13 2005, respectively, for
22 approval and authorization to their designated representatives to execute the Agreement.
23

24 2. In the event the City Council and Redevelopment Agency approve the Agreement,
25 Defendants shall file a Notice of Settlement with the U.S. Court of Appeal, Ninth Circuit, within
26 three (3) business days of the Date of Approval. Within five (5) days of said approval and
27
28

1 authorization for execution of the Agreement, the parties shall execute the Agreement and submit
2 it to the District Court for entry of the Stipulated Judgment.

3 3. Effective as of the date of entry of Judgment, the Plaintiffs and Defendants agree that
4 the orders of the Court issued May 2, 2002, June 14, 2002, February 7, 2005, and August 9, 2005
5 shall have no further force or effect.

6
7 4. Time is of the essence.

8 **B. Form of the Agreement.** This Agreement shall be entered into as a Stipulated
9 Judgment, and shall be contingent upon entry of judgment thereon, specifically incorporating this
10 Agreement, by the Court.

11 **C. Release of Claims.** Upon execution of this Agreement, and in consideration of
12 the Parties' performance under this Agreement, Defendants and Plaintiffs agree to mutually and
13 generally release each other from all claims that are or have been made in this action through the
14 Date of Approval of the Agreement by executing and exchanging the General Release attached
15 hereto as Exhibit 10. Defendants authorize Defendant Mark Lewis to execute the General
16 Release on behalf of each and every Defendant. This release shall not extend to any claim or
17 cause of action arising from or related to subsequent events, except to the extent such claims or
18 causes of action are resolved by this Agreement.

19 **D. Effective Date; Counterparts.** This Agreement shall be effective as of the Date
20 of Approval. This Agreement may be executed in any number of counterparts, each of which
21 when so executed shall be deemed to be an original and all of which taken together shall
22 constitute one and the same agreement. Delivery of an executed counterpart of a signature page
23 to this Agreement by facsimile shall be as effective as delivery of a manually executed
24 counterpart of this Agreement.

25 **E. Integration.** This Agreement embodies the entire agreement and understanding
26 which exists between the signatories hereto with respect to the subject matter hereof and
27 supersedes all prior and contemporaneous agreements, representations, and undertakings. No
28

1 supplement, modification, or amendment of this Agreement shall be binding unless executed in
2 writing by the parties. For purposes of any supplement, modification, or amendment of the
3 Agreement, plaintiff Interfaith Council, together with any one of the individual plaintiffs, is
4 authorized to execute a supplement, modification, or amendment of the Agreement on behalf of
5 all plaintiffs. If diligent efforts by Plaintiffs' Counsel to locate at least one of the individual
6 plaintiffs to execute a supplement, modification, or amendment of the Agreement are
7 unsuccessful within sixty (60) days of receipt of a proposed request to supplement, modify or
8 amend the Agreement, plaintiff Interfaith Council may execute any proposed supplement,
9 modification, or amendment of the Agreement that has been approved by the District Court or
10 the Magistrate Judge pursuant to noticed motion by Interfaith Council. For purposes of any
11 supplement, modification, or amendment of the Agreement, the City Manager or his or her
12 designee is authorized to execute a supplement, modification, or amendment of the Agreement
13 on behalf of all defendants. No waiver of any of the provisions of this Agreement shall be
14 deemed, or shall constitute, a waiver of any other provisions whether or not similar, nor shall any
15 waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by
16 the party making the waiver.

17
18
19 F. **Gender/Tense.** Whenever required by the context hereof, the singular shall be
20 deemed to include the plural, and the plural shall be deemed to include the singular, and the
21 masculine, feminine and neuter genders shall each be deemed to include the other.
22

23 G. **Construction.** The parties hereto acknowledge and agree that (i) each party
24 hereto is of equal bargaining strength, (ii) each party has actively participated in the drafting,
25 preparation and negotiation of this Agreement, (iii) each party has consulted with such party's
26 own, independent legal counsel, and such other professional advisors as such party has deemed
27 appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party
28 and such party's legal counsel and advisors have reviewed this Agreement, (v) each party has

1 agreed to enter into this Agreement following such review and their rendering of such advice,
2 and (vi) any rule of construction to the effect that ambiguities are to be resolved against the
3 drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or
4 any amendments hereto.

5 **H. Attorneys' Fees and Costs.** City shall pay the total amount of \$1,500,000 in
6 attorneys' fees and \$67,748.93 in costs to the California Affordable Housing Law Project of the
7 Public Interest Law Project, Western Center on Law and Poverty, and Scott Chang as attorneys'
8 fees and costs incurred through the Date of Approval. Said payments shall be made payable and
9 delivered to the California Affordable Housing Law Project of the Public Interest Law Project as
10 follows:
11

- 12 1. One-third of the fees and all of the costs payable on or before January 31,
13 2006.
- 14 2. One-third of the fees plus accrued interest due on or before January 1,
15 2007.
- 16 3. The balance of the fees plus accrued interest due on or before August 1,
17 2007.
- 18 4. Interest to be based on the State of California Local Agency Investment
19 Fund in effect from time to time, but in no event less than 3.4% per annum. Interest accrues
20 from January 1, 2006 on the second two payments referred to in sub-paragraphs 2 and 3, above.
21

22 **I. Enforcement of Agreement.**

23 1. **Jurisdiction.** The Stipulated Judgment shall specify that the Court retain
24 jurisdiction over the lawsuit and the parties until final performance of this Agreement, for the
25 purpose of enforcing this Agreement.
26

27 2. **Breach.** If any party allegedly breaches this Agreement, then any party
28 alleging breach shall notify the breaching party in writing. The notice shall set forth, with

1 reasonable particularity, the alleged breach. The party alleged to have breached this Agreement
2 shall meet with the party giving notice and attempt to resolve the alleged breach within thirty
3 (30) days of the mailing of the notice of alleged breach. The parties further agree that within
4 thirty (30) days of that meeting, they will attempt to resolve any remaining dispute concerning
5 the alleged breach through mediation before Judge James of JAMS, at defendants' expense;
6 provided however, that plaintiffs shall not be required to mediate any alleged breach of Part
7 VII.A of the Agreement. If the parties cannot resolve the alleged breach within this time, any
8 party may file a motion in the Eastern District of California for enforcement of this Agreement.
9

10 3. **Notices.** Any notices, progress reports, or other document required to be
11 provided pursuant to this Agreement shall be sent to the parties at the following address, or any
12 subsequent address or person provided by a party:

13 **Plaintiffs:**

14 **Plaintiffs' Local Counsel:**

15 Shirley Edwards, Directing Attorney
16 California Rural Legal Assistance
20 N. Sutter Street, Suite 203
17 Stockton, CA 95202

18 **Western Center on Law and Poverty/Oakland Office**

19 S. Lynn Martinez
Western Center on Law and Poverty
449 15th Street, Suite 301
20 Oakland, CA 94612

21 **California Affordable Housing Law Project**

22 Deborah Collins
California Affordable Housing Law Project
23 The Public Interest Law Project
449 15th Street, Suite 301
24 Oakland, CA 94612

25 **Defendants:**

26 City of Stockton
425 N. El Dorado Street, 3rd Floor
27 Stockton, CA 94590
28 Attention: Director of Redevelopment

1 City Attorney
2 425 N. El Dorado Street, 2nd Floor
3 Stockton, CA 94590

4 Lee Rosenthal
5 Goldfarb & Lipman LLP
6 1300 Clay Street, 9th Floor
7 Oakland, CA 94612

8 4. **Other Actions.** This Agreement shall not preclude separate legal action to
9 challenge any City or Agency actions or inactions regarding future vacating, acquisition, closure,
10 demolition, conversion or removal of any currently occupied residential properties within the
11 City's jurisdictional boundaries.

12 5. **Actions by Displaced Persons.** If a Displaced Person initiates a lawsuit against
13 the City or Agency for relief arising out of City or Agency actions that are the subject of this
14 litigation, the City and Agency shall not be bound by the terms of this Agreement with respect to
15 that Displaced Person.

16 6. **Agents; Successors in Interest.** This Agreement shall be binding on the parties,
17 and shall inure to the benefit of, their respective employees, agents, officers, heirs, legal
18 representatives, assigns, and successors in interest. Defendants authorize Defendant Mark Lewis
19 to execute this Agreement on behalf of each of the Defendants and their successors in this action.
20 Attached hereto and incorporated herein as Exhibits 8 and 9, respectively, are true and correct
21 copies of the Annotated Agenda of the City Council and Redevelopment Agency dated
22 December 13, 2005 reflecting unanimous approval of this Agreement by the City Council and
23 Agency.

24 7. **Further Documents and Acts.** The parties hereto agree to execute such
25 additional documents and instruments and to perform such additional acts as may be necessary or
26 appropriate to effectuate, consummate or perform any of the terms, provisions or conditions of
27 this Agreement.
28

1 IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and
2 conditions stated above:

3 **PLAINTIFFS:**

4
5 DATED: December 15, 2005

Richard Price
Richard Price

6
7 _____
George Baker

8
9 _____
Stanford Cobbs

10 Dwain Henderson
11 Dwain Henderson

12 Lucinda Watson
13 Lucinda Watson

14 Lance S. White
15 Lance White

16 INTERFAITH COUNCIL OF SAN
17 JOAQUIN

18 BY: Gwenneth L. Browne
[Title] Gwenneth L. BROWNE
19 SECRETARY

20 **DEFENDANTS:**

21 CITY OF STOCKTON AND STOCKTON CITY COUNCIL

22 DATED: _____, 2005

23 [Title]

24 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

25
26 DATED: _____, 2005

27 [Title]

1 IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and
2 conditions stated above:

3 **PLAINTIFFS:**

4
5 ~~X~~ DATED: 12-19, 2005

Richard Price

7 ~~X~~ George Baker
George Baker

9 Stanford Cobbs

11 Dwain Henderson

13 Lucinda Watson

15 Lance White

16 INTERFAITH COUNCIL OF SAN
JOAQUIN

17 BY: _____

[Title]

18
19 **DEFENDANTS:**

20 CITY OF STOCKTON AND STOCKTON CITY COUNCIL

21
22 DATED: _____, 2005

[Title]

24 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

25
26 DATED: _____, 2005

[Title]

1 IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and
2 conditions stated above:

3 **PLAINTIFFS:**

4
5 ~~X~~ DATED: 12-15-05, 2005

6 Richard Price

7 George Baker

8 ~~X~~ Stanford I Cobb
9 Stanford Cobbs

10 Dwain Henderson

11 Lucinda Watson

12 Lance White

13 INTERFAITH COUNCIL OF SAN
14 JOAQUIN

15 BY: _____

16 [Title]

17 **DEFENDANTS:**

18 CITY OF STOCKTON AND STOCKTON CITY COUNCIL

19 DATED: _____, 2005

20 [Title]

21 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

22 DATED: _____, 2005

23 [Title]

1 IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and
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4
5 DATED: _____, 2005

Richard Price

George Baker

Stanford Cobbs

Dwain Henderson

Lucinda Watson

Lance White

16 INTERFAITH COUNCIL OF SAN
17 JOAQUIN

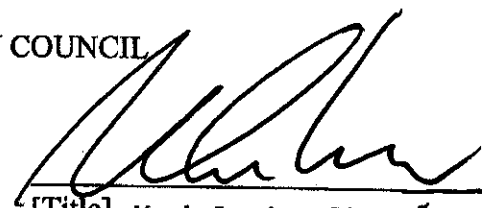
18 BY: _____

[Title]

19 **DEFENDANTS:**

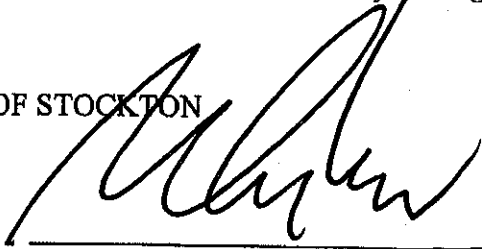
20 CITY OF STOCKTON AND STOCKTON CITY COUNCIL

21
22 DATED: 12/26, 2005


[Title] Mark Lewis, City Manager

24 REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON

25
26 DATED: 12/26, 2005


[Title] Mark Lewis, City Manager

APPROVED AS TO FORM AND CONTENT:

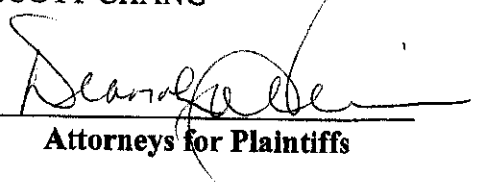
DATED: 1-9/06

CALIFORNIA RURAL LEGAL
ASSISTANCE, INC.

CALIFORNIA AFFORDABLE HOUSING
LAW PROJECT OF THE PUBLIC
INTEREST LAW PROJECT

WESTERN CENTER ON LAW &
POVERTY

D. SCOTT CHANG

By: 
Attorneys for Plaintiffs

DATED: _____

GOLDFARB & LIPMAN

By: _____
Attorneys for Defendants

APPROVED AS TO FORM AND CONTENT:

DATED: _____

CALIFORNIA RURAL LEGAL
ASSISTANCE, INC.

CALIFORNIA AFFORDABLE HOUSING
LAW PROJECT OF THE PUBLIC
INTEREST LAW PROJECT

WESTERN CENTER ON LAW &
POVERTY

D. SCOTT CHANG

By: _____
Attorneys for Plaintiffs

DATED: 1/9/06

GOLDFARB & LIPMAN

By: 
Attorneys for Defendants

APPROVED AS TO FORM AND CONTENT

By:  12/27/05
Assistant City Attorney

**EXHIBIT 1 to Settlement Agreement:
Valuation of Lost Belongings Policy**

VALUATION OF LOST BELONGINGS

1. Standard Payment Amounts for Commonly Claimed Items.

For items that are commonly claimed as lost belongings, the City has established a standard payment amount for each item based on the cost of acquiring the item used and in working condition. The City has established the standard payment amount based on a survey of prices of the item in question at stores selling used goods in Stockton, a copy of which is attached hereto as Exhibit A. The survey has taken into account only items that are in working condition. The types of items that are subject to the standard payment amount include such items as televisions, radios and hot plates.

If the Special Master determines that a claimant is entitled to compensation for a lost item for which the City has established a standard payment amount, the Special Master will pay the standard payment amount to the claimant without the need for the claimant to submit any evidence as to the condition or value of the item.

If the claimant believes that the item was worth more than the standard payment amount, the claimant need not accept the standard payment amount and may instead submit to the Special Master whatever evidence the claimant has concerning the value and condition of the item in question. The Special Master will then determine the value of the lost item and pay the claimant based on that determination.

2. Lost Belongings Allowance.

If the Special Master determines that a claimant is entitled to compensation for lost belongings, the Special Master will pay \$400 to the claimant without the need for the claimant to submit any evidence as to the condition or value of the items in question.

If the claimant believes that the lost belongings were worth more than \$400, the claimant need not accept \$400 for the lost belongings and may instead submit to the Special Master whatever evidence the claimant has concerning the value and condition of the items in question. The Special Master will then determine the value of the lost items and pay the claimant based on that determination.

3. Receipt of Vouchers.

If a claimant has previously received a voucher from the City for purchase of items to replace those that a claimant has lost, the Special Master will not reduce payment to a claimant for lost belongings by the amount of the voucher the claimant previously received from the City.

4. Provision of Tapes and Photographs.

If the City has photographic, videotape or other documentary evidence of the contents of the unit in which a claimant resided at the time of his or her displacement, the City shall provide that evidence to the Special Master and the Special Master shall provide that evidence to the

claimant in response to a request pursuant to Section 4.4 of the Relocation Assistance Application and Appeal Procedure. If the City has evidence that pertains to a building (such as a videotape of all the rooms in the building or photographs of various locations in the building), the City may provide the evidence it has to the Special Master without first determining what evidence pertains to the claimant.

5. Determining Value of Lost Belongings.

When determining the value of a lost belonging pursuant to the third paragraph of Section 1 above or the second paragraph of Section 2 above or when determining the value of an item for which the City does not have a standard payment amount, the Special Master shall survey various available sources to determine the value of the item in question including the prices of comparable items at used goods stores, at online or other auction or sale sites, or, when the item was new or nearly new, at retail stores.

**EXHIBIT 2 to Settlement Agreement:
Relocation Assistance Application and Appeal Process**

Relocation Assistance Application and Appeal Procedure

1. Applications and Decisions

1.1 Time Periods

Within sixty (60) days of receipt of an application, the Special Master will screen the application and, if additional information is needed to make a decision, issue a written notice to the claimant requesting the missing information. If appropriate, the notice will include an authorization to release information so that the Special Master may assist the claimant in obtaining the necessary information. Furthermore, the Special Master will notify the claimant of the various ways in which information may be verified (e.g. the method for verifying income set forth in HUD Handbook 1378, ¶7-22).

The Special Master shall also promptly take reasonable steps to assist the claimant in gathering the missing information. Such steps include, but are not limited to, requesting information with the authorization to release information, gathering information already in the City's possession, and gathering information the City can reasonably obtain without an authorization.

Within thirty (30) days of completing the above 60-day screening process, the Special Master shall issue a written decision on a complete application or, where applicable, within thirty (30) days of receiving the additional information requested by the Special Master.

1.2 Supporting Documentation

The Special Master shall consider all relevant documentation, including claimant self-certification, of a claim for relocation assistance.

1.3 Content of Decision

The Special Master's decision shall include at a minimum:

1. The basis for the decision, as described in section 4.5.
2. For claims involving a replacement housing payment (hereafter "RHP"), an explanation of the calculation of the RHP amount under each law (section 104(d) and the URA) and the opportunity for claimant to choose a benefit under either law.
3. A description of the appeal process and any applicable time limits.
4. A description of the right to submit a request for review to the U.S. Department of Housing and Urban Development and to seek judicial review.

The decision shall also be subject to section 4.5 of this procedure.

2. Meeting with the Special Master

If the claimant is not satisfied with the decision on his or her application, he or she may request a meeting with the Special Master. The purpose of the meeting is for both parties to attempt to resolve the dispute. The meeting may be held by telephone. Absent good cause or mutual agreement of the parties, the meeting shall be held within fifteen (15) days of the date of the request. The Special Master shall issue a written decision within twenty (20) days of the meeting, unless additional investigation or information is needed, in which case the Special Master shall request such information within five (5) days of the meeting, and its time to issue a written decision shall be extended to ten (10) days from the receipt of the requested information.

3. Appeal to the Special Master

If after receiving a written decision following the meeting with the Special Master, the claimant still disagrees, the claimant may appeal by submitting a letter and any additional relevant evidence or supporting information to the Special Master at _____ . The Special Master will evaluate the appeal and, within thirty (30) days, provide a written response.

The Special Master's response concludes the City's administrative appeal process.

4. General Provisions

4.1. Modification of Timelines

Timelines herein may be modified on a case-by-case basis upon mutual agreement of the claimant and the Special Master. Neither party shall unreasonably refuse to agree to a modification.

4.2. Communication

When the Special Master is informed in writing that a claimant is represented by another individual (including counsel), all future written communication shall be provided to the claimant and their representative. The Special Master may communicate with represented claimants directly in collecting information to support their claim. If the Special Master settles a claim with a represented claimant, the representative must be notified of the substance of the settlement agreement within five (5) days of making the agreement. The City's counsel shall not be involved in the substance of the settlement of a claim with a represented claimant.

4.3. Administrative Record

The Special Master shall maintain an official administrative record of each claim, including but not limited to, the claimant's initial application and any amendments thereto, all written decision(s), all evidence and other documentation submitted in support of the claim and any appeal, and all evidence and other documentation considered in deciding the claim and/or appeal.

4.4. Access to Records

The Special Master shall, within ten (10) days of receiving the request, provide the claimant with a complete copy of the claimant's file. Claimants shall not be required to bring their own copy service.

4.5. Content of All Decisions

In any decision made by the Special Master, the Special Master will provide an explanation of its decision sufficient to enable the claimant to determine the reasons for the Special Master's decision, including an explanation of the facts and evidence on which the Special Master relies in making its decision. For example, in deciding the amount of an RHP, the Special Master shall explain how the RHP was calculated under which applicable law (section 104(d) and the URA) and under which applicable RHP Category; in deciding the amount of compensation for "lost belongings", the Special Master shall explain how any compensation offered was calculated. Each decision shall provide the claimant with the next step in the appeals process, the person or entity to whom the appeal should be directed, and the telephone number or address where this person or entity may be reached. Each decision shall include a description of the right to submit a request for review to the U.S. Department of Housing and Urban Development (HUD) and to then seek judicial review not earlier than ninety (90) days after the claimant requests review by HUD. Each decision shall inform the claimant of the right to a representative of his or her choosing and shall provide the claimant with the address and telephone number to the Lawyer Referral Service of the San Joaquin County Bar Association. Each decision shall include a statement informing the claimant of the right to review and copy his or her file upon request and shall inform the claimant how to make such a request. Any claimant who appeals a City decision to HUD shall, at the time it files its appeal, provide the Special Master with a copy of the appeal letter to HUD.

4.6. Notice by Mail

Whenever a notice, or request, is provided by mail, any date to respond shall be extended by three (3) days.

4.7. Reasonable Accommodation

These procedures shall be subject to reasonable accommodation for claimants with disabilities.

4.8 Good Faith and Reasonableness

All parties to the application and appeals process shall proceed with reasonableness and in good faith.

5. Definitions

5.1. City means City of Stockton Department of Housing and Redevelopment.

5.2. Claimant means individual making a claim for relocation assistance.

5.3. Claimant's file means a record of all documents relevant to the claimant's claim for relocation assistance, including but not limited to the application, all decisions, appeals and correspondence related to the application, and all evidence and other documents or items on which the decisions were based.

5.4. Days, as used throughout this procedure, refers to calendar days.

5.5. "RHP" refers to replacement housing payment.

5.6. Section 104(d) refers to Section 104(d) of the Housing and Community Development Act

5.7 Special Master refers to Associated Right of Way.

**EXHIBIT 3A to Settlement Agreement:
Relocation Informational Brochure 2002**

RELOCATION ASSISTANCE INFORMATIONAL BROCHURE

[INCLUDE BOX IN SPANISH, etc. ADVISING PEOPLE WHO TO CONTACT TO HAVE THIS BROCHURE TRANSLATED/EXPLAINED.]

Introduction

This booklet describes the relocation payments and other relocation assistance provided to tenants displaced from their residences under the Housing and Community Development (HCD) Act of 1974, as amended, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). This includes any family or individual that must move or already moved from their downtown Stockton residence as a result of the City's vacation, demolition or conversion of their residences. Such displaced persons are entitled to CHOOSE relocation assistance under either the HCD Act or the URA Act. We explain most of the differences between these benefits in this booklet.

If you have received a notice from the City of Stockton advising you that you may be entitled to relocation assistance and benefits, it is important that you contact the City to learn what you must do to receive the relocation payment and other assistance to which you are entitled.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the URA, including temporary relocation benefits, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. You may, in the future, be entitled to some relocation assistance under state law.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the City. (Check the back of this booklet for the name of the person to contact at the City.)

Summary of Relocation Assistance

As an eligible tenant displaced from your residence, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes notices about the benefits you might receive, referrals to comparable and suitable replacement homes, transportation to those homes, the inspection of replacement housing to ensure that it meets established standards, advice regarding your Fair Housing opportunities, counseling and referrals to other sources for assistance you may need, and help in preparing claim forms for relocation payments and other assistance to minimize the impact of your move.

- **Temporary Relocation Assistance.** This includes reimbursement for actual and reasonable out-of-pocket expenses you may have until a comparable replacement home is located for you, including moving expenses and increased housing and utility costs.
- **Payment for Moving Expenses.** This includes payment for actual and reasonable moving and related expenses. For example: transportation of your possessions, packing and unpacking costs, storage of your personal property up to 12 months, disconnecting and dismantling personal property and reconnecting and reassembling it at your new home, utility hookups including reinstallation of telephone and cable services, where appropriate, insurance for and/or the replacement value of property that may have been lost, stolen or damaged in the process of moving.
- **Payment of Credit Check Costs and Security Deposits.** These payments are to help you locate permanent housing and are available if you choose to get benefits under the HCD Act.
- **Replacement Housing Assistance.** This assistance is available for a specific time period in order to help you rent, or if you prefer, to buy a comparable or suitable replacement home that you can afford.

There are very important “replacement housing assistance” differences between the HCD Act and URA Act. If you choose to get benefits under the HCD Act, you may be entitled to monthly payments of up to 60 months to help with your rent and utilities (or purchase costs). However, if the City can help you get an affordable home with Section 8 assistance, it can choose to do that. On the other hand, if you choose to get benefits under the URA Act, you may only be entitled to rental or housing assistance of only up to 42 months, but the formula for determining benefits may be more favorable in certain cases.

If you disagree with the City’s decision as to the relocation assistance for which you are eligible, you will be able to appeal that decision.

General Questions

How Will I Know I am Eligible For Relocation Assistance?

You will receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice, or if you do move, you should make sure you notify the City of your new address.

How Will The City Know How Much Help I Need?

When you call the City, someone from the City will personally interview you to determine your relocation needs and preferences for assistance under the HCD Act or the

URA Act. The interviewer will ask certain questions about you and other members of your household, including questions about your income and housing costs. It is to your advantage to provide the information so that the City can assist you in finding and/or maintaining permanent housing with a minimum of hardship to you. With the exception of making this information available to the Court and/or the attorneys for plaintiffs in the case of Price v. City of Stockton, or pursuant to your written authorization, the information you give will be kept in confidence.

How Soon Will I Have To Move?

You may have already moved to permanent housing and this information is not relevant to you. If, however, you are living in a temporary housing unit, a mutually agreeable date for your move to a comparable replacement home will be worked out. To the extent feasible, you will be given a reasonable time to move. However, in many cases a unit will be available for a short time necessitating a quick move if you desire to relocate to the unit that is available.

What is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) the residence from which you were relocated.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present residence.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are physically handicapped, is free of any barriers which would preclude your

reasonable use of the unit.

Will the City Help Me Find A Replacement Home?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you have been determined eligible for relocation assistance, the City will inform you of such unit and the maximum payment available.

Once the City representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The City will offer you appropriate transportation to inspect these units. You have a right to inspect the units yourself before moving there.

If you would like to move to government-owned housing or obtain a Section 8 "housing voucher", let the City representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance, but also must be eligible to receive that assistance. You will be given assistance in completing any required application forms.

If you choose to get your benefits under the HCD Act, the City can decide to provide replacement housing benefits by giving you Section 8 assistance, if you are eligible for it, and/or to give you "replacement housing payments" depending on your needs.

What if I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, *before* you rent or buy, ask the City to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, the City may elect not to provide you a replacement housing payment.

What if I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the City immediately. The City will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or property owner, the City will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing City.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the City representative to tell you about the specific services that will be available to help you and your family.

What is a Payment for Actual Reasonable Moving and Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving and Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g. telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.
- You are also eligible to receive assistance for security deposits/credit checks, which is not a covered expense under the URA.

The City will explain all eligible moving costs, as well as those which are not eligible. You may elect to pay your moving costs yourself and be repaid by the City, or, if you prefer, you may have the City pay the mover. If you pay for moving, you should keep your receipts and let the City know your choice before you move.

How Much Rental Assistance Will I Receive?

- The City will need to determine the exact amount that you may be entitled to based on a number of factors such as your household income, your former and current rent and utilities, any assistance you have already received, and any housing subsidies you already receive. Basically though:
- IF YOU CHOOSE RENTAL ASSISTANCE benefits under the HCD, the rental assistance benefits will extend for a period of 60-months and will be equal to the difference between your rent at our new location or the rent of a unit comparable to your old unit (whichever is lower) and 30% of your income with certain adjustments, 10% of your income or the amount of housing assistance you are

receiving (whichever is highest). For example, if your new rent is \$350 per month and the rent is also the comparable rent and 30% of your income with adjustments is \$300 per month, your rental assistance would be \$50 per month for 60 months for a total of payments of \$3000.

- **IF YOU CHOOSE RELOCATION BENEFITS UNDER THE URA**, the rental assistance will extend for a period of 42 months and will be equal to the difference between your rent at your new location or the rent of a unit comparable to your old unit (whichever is lower) and your rent at the old location, 30% of your income or the amount of housing assistance that you are receiving (whichever is less). For example, if your new rent is \$350 per month, 30% of your income is \$300 per month, but your old rent was \$280 per month. Your rental assistance would be \$70.00 per month for 42 months for a total of payments of \$2940.

To qualify for housing assistance payments, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the City will extend this period for good cause.

If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement home. Only certain types of homes would qualify for this assistance and the City will provide you with more information about them if you choose this option.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for relocation payments. The City will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g. a security deposit when you sign a lease for your new home), discuss your financial needs with the City. You should be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a landlord to ensure that your move will be completed on a timely basis.

The sooner you submit your claim, the sooner it can be processed and paid. You will be paid promptly after you submit your claim and the City has processed it. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action necessary to resolve the matter.

Do I Have to Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part

of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local tax office in your area or with your personal tax advisor.

What If I Still Have Questions?

IF YOU HAVE QUESTIONS ABOUT YOUR RIGHT TO RELOCATION ASSISTANCE AND/OR THE CITY'S DETERMINATION OF HOW MUCH YOU WILL OR WILL NOT RECEIVE, YOU CAN CONTACT THE CITY FOR FURTHER INFORMATION AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

You must receive a written notice from the City telling you if you qualify and for how much you qualify. You also will receive an explanation of your right to appeal the City's decision at that time.

**EXHIBIT 3B to Settlement Agreement:
Relocation Letter - Permanent 2002**

August 26, 2002

«First_Name» «Last_Name»
«Perm_Reloc_Location»

RELOCATION FROM THE «Hotel»

You recently relocated from the «Hotel» when the City of Stockton required the building to be vacated after the owner failed to maintain the building in accordance with the applicable City health and safety codes. As a result of a court ruling made in litigation filed against the City relating to the vacation of various buildings, you may be entitled to receive additional relocation benefits. You may be entitled to receive assistance and benefits in addition to any assistance or benefits you already receive or received from the City or County of San Joaquin.

The relocation assistance benefits may include advisory services to help you locate a new unit, help in obtaining relocation benefits, and reimbursement or payment for moving and related expenses, credit check costs, security deposits and assistance associated with your temporary relocation. In some cases these benefits may also include replacement-housing assistance in the form of a monthly payment to assist you in meeting your rent and utility obligations or for purchasing an interest in a cooperative or mutual housing development. Your entitlement to and the amount of any replacement housing assistance will depend on a number of factors including your current income, your current rent and the amount of housing assistance you are already receiving in the form of Section 8 payments, general relief housing payments or other housing subsidies.

If the City determines that you are eligible for benefits or assistance, you will have some choices about the benefits and assistance you receive. We have enclosed an informational brochure with this letter that explains in more detail what kind of benefits or assistance may be available and what choices you may have.

You may not receive all of the relocation benefits mentioned above, and not everyone that moved from your building will receive the same amount of benefits. If you previously signed a waiver of additional benefits when receiving a one-time payment from the City, your signing of that waiver will not prevent you from applying for or receiving additional benefits.

«First_Name» «Last_Name»

August 26, 2002

Page 2

If you believe you are entitled to benefits, please contact Georgia Polk, Community Health Action Team (CHAT) Coordinator, at (209) 937-8952. The City will then initiate the process to determine if you are entitled to additional benefits. In the course of that process, you may be required to provide information concerning and, wherever possible, verification of the information listed below, if you have any of the information listed. It will assist the City in processing your claim faster if you can provide this information and verification when you meet with the City's representatives. The information that may be required includes:

1. Your occupancy in the «Hotel» at the time it was vacated on «Vacate Date».
2. Your rent at the «Hotel» at the time it was vacated.
3. The ages and names of the members of your household at the time you moved from the «Hotel».
4. The ages and names of the members of your current household.
5. Your current resident address.
6. Your current rent at your current address.
7. Your current utility costs at your current address.
8. Your current income and the income of all other adult members of your household.
9. The sources of income (i.e. wages, social security, general relief, etc.) of you and all other adult members of your household.
10. Moving expenses you paid, if any.
11. Credit check fees you paid, if any.
12. Security deposits you paid for your current address, if any.
13. Storage expenses you paid, if any.
14. Any additional out-of-pocket expenses associated with the temporary relocation.
15. Any special housing needs you or members of your household who moved with you may have because of disabilities, transportation requirements or other reasons.

«First_Name» «Last_Name»

August 26, 2002

Page 3

16. Certification that you and the members of your household are citizens or nationals of the United States or aliens lawfully present in the United States.

In addition to the information specified above, you may be requested to provide additional information depending on your particular circumstances. You may also be required to allow the City to inspect the unit in which you are currently living to determine if it is decent, safe and sanitary.

The City has appealed the trial court ruling that has resulted in the City sending this letter to you. If the City is successful in that appeal, the City may then decide to discontinue further payments.

The City will only refer units to you that are decent, safe and sanitary. Generally, units that are decent, safe and sanitary are ones that meet code and certain other building standards. In addition, the City will make efforts to refer you to units that are comparable to your previous unit in terms of location, adequate size for you or your household, functional equivalence and other factors. In addition, the City will make efforts to refer you to several units to which you may move.

If you have any questions about the information in this letter, please contact Ms. Polk at (209) 937-8952. If you move, please keep the City informed of your new address by calling or writing Ms. Polk.

If you need to have a Spanish translation of this letter, please let the City know and they will provide you with one.

Si usted se mudó del «Hotel» cuando la Ciudad de Stockton pidió que el edificio sea desocupado porque el propietario no cumplió con el mantenimiento del edificio, de acuerdo con las leyes de salud y seguridad de la Ciudad, es posible que usted puede calificarse para recibir ayuda con sus gastos de vivienda y mudanza como resultado de la mudanza. Esta carta explica los beneficios a que usted pueda tener derecho y cómo pedirlos. Para más información y una traducción de esta carta, favor llamar a Georgia Polk al número telefónico (209) 937-8952.

STEVEN J. PINKERTON, DIRECTOR
HOUSING AND REDEVELOPMENT DEPARTMENT

RON PALMQUIST
SUPERVISING REAL PROPERTY AGENT

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H:\CHAT Letter to Tenants Permanently Relocated 104D.doc

**EXHIBIT 3C to Settlement Agreement:
Relocation Letter - Temporary 2002**

August 26, 2002

«First_Name» «Last_Name»
«Perm_Reloc_Location»

RELOCATION FROM THE «Hotel»

You recently relocated from the «Hotel» when the City of Stockton required the building to be vacated after the owner failed to maintain the building in accordance with the applicable City health and safety codes. As a result of a court ruling made in litigation filed against the City relating to the vacation of various buildings, you may be entitled to receive additional relocation benefits. You may be entitled to receive assistance and benefits in addition to any assistance or benefits you already receive or received from the City or County of San Joaquin.

The relocation assistance benefits may include advisory services to help you locate a new unit, help in obtaining relocation benefits, and reimbursement or payment for moving and related expenses, credit check costs, security deposits and assistance associated with your temporary relocation. In some cases these benefits may also include replacement-housing assistance in the form of a monthly payment to assist you in meeting your rent and utility obligations or for purchasing an interest in a cooperative or mutual housing development. Your entitlement to and the amount of any replacement housing assistance will depend on a number of factors including your current income, your current rent and the amount of housing assistance you are already receiving in the form of Section 8 payments, general relief housing payments or other housing subsidies.

If the City determines that you are eligible for benefits or assistance, you will have some choices about the benefits and assistance you receive. We have enclosed an informational brochure with this letter that explains in more detail what kind of benefits or assistance may be available and what choices you may have.

You may not receive all of the relocation benefits mentioned above, and not everyone that moved from your building will receive the same amount of benefits. If you previously signed a waiver of additional benefits when receiving a one-time payment from the City, your signing of that waiver will not prevent you from applying for or receiving additional benefits.

«First_Name» «Last_Name»

August 26, 2002

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If you believe you are entitled to benefits, please contact Georgia Polk, Community Health Action Team (CHAT) Coordinator, at (209) 937-8952. The City will then initiate the process to determine if you are entitled to additional benefits. In the course of that process, you may be required to provide information concerning and, wherever possible, verification of the information listed below, if you have any of the information listed. It will assist the City in processing your claim faster if you can provide this information and verification when you meet with the City's representatives. The information that may be required includes:

1. Your occupancy in the «Hotel» at the time it was vacated on «Vacate Date».
2. Your rent at the «Hotel» at the time it was vacated.
3. The ages and names of the members of your household at the time you moved from the «Hotel».
4. The ages and names of the members of your current household.
5. Your current resident address.
6. Your current rent at your current address.
7. Your current utility costs at your current address.
8. Your current income and the income of all other adult members of your household.
9. The sources of income (i.e. wages, social security, general relief, etc.) of you and all other adult members of your household.
10. Moving expenses you paid, if any.
11. Credit check fees you paid, if any.
12. Security deposits you paid for your current address, if any.
13. Storage expenses you paid, if any.
14. Any additional out-of-pocket expenses associated with the temporary relocation.
15. Any special housing needs you or members of your household who moved with you may have because of disabilities, transportation requirements or other reasons.

«First_Name» «Last_Name»

August 26, 2002

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16. Certification that you and the members of your household are citizens or nationals of the United States or aliens lawfully present in the United States.

In addition to the information specified above, you may be requested to provide additional information depending on your particular circumstances. You may also be required to allow the City to inspect the unit in which you are currently living to determine if it is decent, safe and sanitary.

The City has appealed the trial court ruling that has resulted in the City sending this letter to you. If the City is successful in that appeal, the City may then decide to discontinue further payments.

The City will only refer units to you that are decent, safe and sanitary. Generally, units that are decent, safe and sanitary are ones that meet code and certain other building standards. In addition, the City will make efforts to refer you to units that are comparable to your previous unit in terms of location, adequate size for you or your household, functional equivalence and other factors. In addition, the City will make efforts to refer you to several units to which you may move.

You also may locate and move from your temporary room to permanent housing on your own. That self-move will not disqualify you from receipt of relocation benefits. However, because the City is required to provide decent, safe and sanitary housing, the City will want to inspect the unit to which you are going to move before you move into it. Therefore, if you want to move into a unit that the City did not refer you to, please contact the City so that the City can inspect it prior to your move.

When the City becomes aware of a unit that is currently available and fits your needs, representatives of the City will inform you of the availability of the unit and give you as much opportunity as possible to inspect the unit and determine if it is acceptable to you. However, be aware that some vacancies cannot be kept open for very long. Therefore, it is important that, if you desire to inspect an available unit, you do it quickly. If you need transportation to inspect a unit, please let us and we will provide that transportation. You will not be required to relocate to a unit that is not comparable or decent, safe and sanitary, as defined by the applicable federal regulations.

If you have any questions about the information in this letter, please contact Ms. Polk at (209) 937-8952. If you move, please keep the City informed of your new address by calling or writing Ms. Polk.

If you need to have a Spanish translation of this letter, please let the City know and they will provide you with one.

Si usted se mudó del «Hotel» cuando la Ciudad de Stockton pidió que el edificio sea desocupado porque el propietario no cumplió con el mantenimiento del edificio, de acuerdo con las leyes de salud y seguridad de la Ciudad, es posible que usted puede calificarse para recibir ayuda con sus gastos de vivienda y mudanza como resultado de

«First_Name» «Last_Name»

August 26, 2002

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la mudanza. Esta carta explica los beneficios a que usted pueda tener derecho y cómo pedirlos. Para más información y una traducción de esta carta, favor llamar a Georgia Polk al número telefónico (209) 937-8952.

STEVEN J. PINKERTON, DIRECTOR
HOUSING AND REDEVELOPMENT DEPARTMENT

RON PALMQUIST
SUPERVISING REAL PROPERTY AGENT

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**EXHIBIT 3D1 to Settlement Agreement:
Mail Notice - Past & Pending Claimants 2005**

**[LETTER TO PAST/PENDING CLAIMANTS RECEIVING AN RHP OR SECTION 8
RENTAL ASSISTANCE][DATE]**

«First_Name» «Last_Name»

«[Current or Last Known Address] »

RELOCATION FROM THE «Hotel»

We are sending you this letter to notify you that you may be entitled to receive additional relocation benefits from the City of Stockton pursuant to a recent court order.

We are currently reviewing your application and our prior determinations regarding your claim for a replacement housing payment and/or lost belongings. We will notify you in writing of our redetermination by **[INSERT NEW DATE]**. If you disagree with that determination, you will have a right to appeal, and we will provide you with our written appeal process at that time.

In the meantime, if you would like to receive additional information, you can receive a Relocation Informational Brochure and relevant attachments by calling **[contact person at Associated Right of Way]** and asking that the brochure and attachments be mailed to you or picking them up at the address set forth below:

[INSERT ASSOCIATED RIGHT OF WAY CONTACT INFORMATION]

If you move after you receive this letter, please also call or write [Contact Person at Associated Right of Way] and let [him] know your new address and telephone number.

If you need to have a Spanish translation of this letter, please let [Contact Person] know and [he] will make sure you are provided with a Spanish version of the letter.

Si usted se mudó del «Hotel» cuando la Ciudad de Stockton pidió que el edificio sea desocupado porque el propietario no cumplió con el mantenimiento del edificio, de acuerdo con las leyes de salud y seguridad de la Ciudad, es posible que usted puede calificarse para recibir ayuda con sus gastos de vivienda y mudanza como resultado de la mudanza. Esta carta explica los beneficios a que usted pueda tener derecho y cómo pedirlos. Para más información y una traducción de esta carta, favor llamar a[Associated Right of Way contact information].

«First_Name» «Last_Name»

[Date]

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ASSOCIATED RIGHT OF WAY

**EXHIBIT 3D2 to Settlement Agreement:
Mail Notice - Relocation Assistance 2005**

[DATE]

«First_Name» «Last_Name»
«[Current or Last Known Address] »

RELOCATION FROM THE «Hotel»

We are sending you this letter to notify you that you may be entitled to receive relocation assistance and/or additional relocation benefits from the City of Stockton. **In order to find out if you are entitled to these benefits, you must submit a written application to the Associated Right of Way ("Special Master") by 5:00 p.m. on [at least 90 days from date of mailing or _____, whichever is later].**

You were required to move from the above Hotel between **June 1, 2001 and June 14, 2002** when the City of Stockton required the building to be vacated after the owner failed to make repairs it had been ordered to make by the City. As a result of a recent court order made in a lawsuit filed against the City by several former residents of downtown hotels, you may be entitled to receive relocation assistance or additional relocation benefits even if you previously received and/or are receiving some benefits now.

Depending on your circumstances, the relocation assistance benefits may include:

- Advisory services to help you locate a new unit, if for example, you have not already located a permanent home that is in good condition and that you can afford
- Help in obtaining relocation benefits
- Reimbursement or payment for moving and related expenses, such as credit check costs and security deposits
- Assistance to help pay a portion of your rent and utilities.

Your entitlement to and the amount of assistance will depend on a number of factors, including, for example, your past and/or current income, your past, current and/or future rent, whether you received or are receiving assistance from other sources, such as

«First_Name» «Last_Name»

[DATE]

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Section 8 or General Relief, the amount of relocation benefits you may have already received, the Court order referred to above, and the like.

If the Special Master determines that you are eligible for benefits or assistance, you will have some choices about the benefits and assistance you receive. We will provide you with a more detailed informational brochure that explains these benefits and what choices you may have after we receive your application for benefits. For your convenience, we are enclosing an application form. (You also may pick up an application form from [Associated Right of Way contact] or call [Associated Right of Way contact] to request that an application be mailed to you.)

**ADDRESS WHERE YOU CAN PICK UP
AN APPLICATION:**

**[SPECIAL MASTER TO DETERMINE]
HOW TO CONTACT[ASSOCIATED RIGHT OF WAY]:**

Please be aware that you might not receive all of the benefits mentioned above, and that not everyone that was required to move from your building will receive the same benefits or the same amount of benefits. In order to find out what you may receive, however, **you MUST TURN IN A WRITTEN APPLICATION TO THE SPECIAL MASTER NO LATER THAN [INSERT DATE (90 days from date of mailing) or JUNE 17, 2005 AT 5:00 P.M., whichever is later].**

If you leave a telephone message for [Associated Right of Way contact] requesting that an application be mailed to you, it is very important that you speak slowly, give your full name and mailing address, state that you are calling about this letter, and ask that an application for relocation benefits be mailed to you. If you would like [Associated Right of Way contact] to call you back, you also will need to leave a telephone number and the best time during regular business hours for us to return your call. If you leave a message, it is always a good idea to write down the date and time that you called, the name of the person you spoke to and/or left a message for, and a brief description of your telephone conversation or message. If you have a problem picking up an application at the above address or reaching [Associated Right of Way contact] for any reason, please write a letter to [Karen Eddleman at Associated Right of Way] explaining the problem. If you write such a letter, please also send a copy of your letter to Kristina Burrows, California Rural Legal Assistance, 242 N. Sutter Street, Suite 411, Stockton, CA 95202.

You must submit a WRITTEN application to apply for these benefits, and you are entitled to a WRITTEN response from the Special Master, Associated Right of Way. Even if you are verbally informed that you are not eligible for benefits, you should

«First_Name» «Last_Name»

[DATE]

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submit a written application so that you can receive a written response explaining WHY you are not eligible.

If you have any questions about the information in this letter, please contact [Associated Right of Way contact]. If you move after you receive this letter, please also call or write [Associated Right of Way contact] and let [him] know your new address and telephone number.

If you need to have a Spanish translation of this letter, please let [Associated Right of Way contact] know and [he] will make sure you are provided with a Spanish version of the letter.

Si usted se mudó del «Hotel» cuando la Ciudad de Stockton pidió que el edificio sea desocupado porque el propietario no cumplió con el mantenimiento del edificio, de acuerdo con las leyes de salud y seguridad de la Ciudad, es posible que usted puede calificarse para recibir ayuda con sus gastos de vivienda y mudanza como resultado de la mudanza. Esta carta explica los beneficios a que usted pueda tener derecho y cómo pedirlos. Para más información y una traducción de esta carta, favor llamar a [Associated Right of Way contact person and number] al número telefónico.

ASSOCIATED RIGHT OF WAY

**EXHIBIT 3D3 to Settlement Agreement:
Relocation Informational Brochure 2005**

RELOCATION ASSISTANCE INFORMATIONAL BROCHURE

[INCLUDE BOX IN SPANISH, etc. ADVISING PEOPLE WHO TO CONTACT TO HAVE THIS BROCHURE TRANSLATED/EXPLAINED.]

Introduction

This booklet **generally** describes the relocation payments and other relocation assistance to be provided to residents of downtown residential properties that were displaced from their residences between June 1, 2001 and June 14, 2002 pursuant to court orders in a case entitled *Price v. City of Stockton*, U.S. District Court, Eastern District of California, Case No. Civ.S-02-0065 LKK KJM, the Housing and Community Development (HCD) Act of 1974, as amended, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). This includes any family or individual that moved from their downtown Stockton residence as a result of the City's vacation, demolition or conversion of their residences. Such displaced persons are entitled to **CHOOSE** relocation assistance under either the HCD Act or the URA Act. We explain most of the differences between these benefits in this booklet.

In order to be entitled to relocation assistance and benefits, it is important that you submit an application for relocation assistance and benefits to the City of Stockton [NO LATER THAN 90 DAYS FROM DATE OF MAILING OR[INSERT DEADLINE DATE FROM POSTED NOTICE], whichever is later]. At the back of this booklet, we explain how you can obtain a relocation assistance application form.

If you have already submitted a claim for relocation assistance and benefits, you will receive a separate notice from Associated Right of Way advising you of its determination or redetermination of your claim. *If you do not receive such a notice from Associated Right of Way, you should file a new application [by 90 days from the date of mailing or[Insert Date], whichever is later] even if you have already filed an application.*

Attached to this booklet are a series of questions and answers. If you have more questions about your relocation, contact Associated Right of Way. (Check the back of this booklet for the name of the person to contact at Associated Right of Way.)

Summary of Relocation Assistance

As an eligible tenant displaced from your residence, you may be entitled to the following advisory and financial assistance, depending on what assistance you may have already received and your current circumstances:

- **Advisory Services.** This includes notices about the benefits you might receive, referrals to comparable and suitable replacement homes, transportation to those homes, the inspection of replacement housing to ensure that it meets established standards, advice regarding your Fair Housing opportunities, counseling and referrals to other sources for assistance you may need, and help in preparing claim forms for relocation payments and other assistance.

- **Temporary Relocation Assistance.** This includes reimbursement for actual and reasonable out-of-pocket expenses you may have had or continue to have until a comparable replacement home is or was located for you, including moving expenses and increased housing and utility costs.
- **Payment for Moving Expenses.** This includes payment for actual and reasonable moving and related expenses. For example: transportation of your possessions, packing and unpacking costs, storage of your personal property, disconnecting and dismantling personal property and reconnecting and reassembling it at your new home, utility hookups including reinstallation of telephone and cable services, where appropriate, and/or the replacement value of property that may have been lost, stolen or damaged in the process of moving, pursuant to the City's "lost belongings" policy. A copy of the City's "lost belongings" policy is included with this brochure.
- **Payment of Credit Check Costs and Security Deposits.** These payments are to help you locate permanent housing and are available if you choose to get benefits under the HCD Act. There are special rules regarding reimbursement for security deposits if you receive General Relief.
- **Replacement Housing Assistance.** This assistance is available for a specific time period in order to help you rent, or if you prefer, to buy a comparable or suitable replacement home that you can afford depending on which *category* of displaced person you fall into and specific factors related to your family, including for example, the type of benefits you choose to receive, your source of income, and whether you have already received some benefits. Not everyone will receive the same amount of benefits.
 - If you are currently receiving a replacement housing payment from the City, you should receive a "Category A" attachment with this brochure.
 - If you are currently receiving Section 8 rental assistance, you should receive a "Category B" attachment with this brochure.
 - If you currently receive General Relief, you should receive a "Category C" attachment with this brochure.
 - If you do not fall into any of the above categories, you should receive a "Category D" attachment with this brochure.

If you disagree with the decision of Associated Right of Way as to the relocation assistance for which you are eligible, you will be able to appeal that decision pursuant to the City's Relocation Assistance Application and Appeal Procedures. A copy of the City's appeal process is included with this brochure.

TO PICK UP AN APPLICATION FORM AND TO GET FURTHER ANSWERS TO YOUR QUESTIONS, PLEASE CONTACT ASSOCIATED RIGHT OF WAY AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

[INSERT ASSOCIATED RIGHT OF WAY CONTACT INFO]

You also can receive a copy of the Court's Stipulated Judgment if you would like additional information.

BROCHURE ATTACHMENTS:

- ✓ Questions and Answers
- ✓ Lost Belongings Policy
- ✓ Relocation Assistance Application and Appeal Process
- ✓ Relevant Category **[A, B, C, or D]** Attachment
- ✓ Court Enforcement Order (upon request)

**EXHIBIT 3D4 to Settlement Agreement:
Relocation Assistance - Questions and Answers 2005**

RELOCATION ASSISTANCE: QUESTIONS AND ANSWERS

Where Can I Get An Application Form?

You can call [Associated Right of Way Contact Person] at the telephone number and address set forth in the attached Relocation Assistance Brochure or pick up an application form at that address.

How Will I Know I am Eligible For Relocation Assistance?

If you file a new application or you have already filed an application for benefits, you will receive a written notice from Associated Right of Way ("Special Master") explaining your eligibility for relocation assistance and the Special Master's decision as to what benefits you are entitled to receive and why. If you move before receiving that notice, you should make sure you notify the Special Master of your new address. If you have any doubt as to whether or not you previously filed an application, you should file a new application before **[INSERT DEADLINE DATE FROM POSTED NOTICE or 90 days from date of mailing whichever is later]**. Applications will not be taken over the telephone, and you must submit your application in writing.

Do I Need to be a U.S. Citizen to Receive Relocation Assistance Benefits?

The HCD Act and the California Relocation Assistance Act do NOT require you to be a citizen or lawfully present in the United States to receive relocation assistance benefits. Under the URA, however, persons that are not lawfully present in the United States are not eligible for relocation assistance including temporary relocation benefits, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons that choose to receive relocation assistance benefits pursuant to the URA will therefore be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. If you are not eligible for benefits under the URA, though, you will still be entitled to relocation assistance under the HCD Act or state law.

How Will The Special Master Know How Much Help I Need?

When you submit an application for relocation assistance benefits, the application will give the Special Master some of the information it will need to decide your claim. In addition, someone from Associated Right of Way will contact you for additional information it may need to determine your relocation needs, and to find out whether you want to receive benefits under the HCD Act or the URA Act. The interviewer will ask certain questions about you and other members of your household, including questions about your income and housing costs. It is to your advantage to provide the information so that the Special Master can assist you in finding and/or maintaining permanent housing with a minimum of hardship to you. With the exception of making this information available to the Court and/or the attorneys for plaintiffs in the case of *Price v. City of Stockton*, or pursuant to your written authorization, the information you give will

be kept in confidence.

How Soon Will I Have To Move?

Most applicants will have already moved to permanent housing and this information is not relevant to you. If, however, you are living in a temporary housing unit, a mutually agreeable date for your move to a comparable replacement home will be worked out, and you will be given a reasonable time to move. In many cases a unit will be available for only a short time which means you may need to move quickly while the unit is still available.

What is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) the residence from which you were relocated.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as the downtown residence you had to move from.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If your household includes person(s) with physical disabilities, the new unit is free of any barriers which would preclude your reasonable use of the unit.

Will the Special Master Help Me Find A Replacement Home?

Yes, if you have not already located a unit that is decent, safe, and sanitary and affordable

to you or you desire to move to a comparable replacement unit that is affordable to you, you will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will depend on which category of displaced person that you fall into. After you have been determined eligible for relocation assistance, the Special Master will inform you of which category you fall into and explain the maximum payment available.

Once the Special Master has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Special Master will offer you appropriate transportation to inspect these units. You also have a right to inspect the units yourself before moving there.

If you choose to get your benefits under the HCD Act, the Special Master can decide to provide replacement housing benefits by giving you Section 8 assistance, if you are eligible for it, and/or to give you "replacement housing payments" depending on your needs.

If you would like to move to federally-subsidized housing or to obtain a Section 8 "housing voucher", let the Special Master know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance, but you also must be eligible for Section 8 to receive that assistance. You will be given assistance in completing any required Section 8 application forms.

What if I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, *before* you rent or buy, ask the Special Master to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, the Special Master may elect not to provide you a replacement housing payment.

What if I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Special Master immediately. The Special Master will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or property owner, the Special Master will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agencies.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as

necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Special Master to tell you about the specific services that will be available to help you and your family.

What is a Payment for Actual Reasonable Moving and Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving and Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g. telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move pursuant to the City's "lost belongings" policy.
- You may also be eligible to receive assistance for security deposits/credit checks, if you choose to receive benefits under the HCD Act and you fall into a category of displaced persons that are entitled to receive this assistance.

The Special Master will explain all eligible moving costs, as well as those which are not eligible.

You may elect to pay your moving costs yourself and be repaid by the Special Master, or, if you prefer, you may have the Special Master pay the mover. If you pay for moving, you should keep your receipts and let the Special Master know your choice before you move.

How Much Rental Assistance Will I Receive?

- The Special Master will need to determine the exact amount that you may be entitled to receive based on a number of factors such as your household income, your former and current rent and utilities, any assistance you have already received, any housing subsidies you receive, and which category of displaced person you fall into. Your choice to get benefits under the HCD Act or the URA also will affect how much rental assistance you receive. For example, if you choose rental assistance under the HCD Act, the rental assistance benefits will extend for a maximum period of 60-months. If you choose relocation benefits under the URA, the rental assistance will extend for a maximum period of 42 months. If you receive General Relief, you will have 42 months to draw up to a maximum of \$7500 under certain conditions.

If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement home. Only certain types of homes would qualify for this assistance and the Special Master will provide you with more information about them if you choose this option.

Must I File A Claim To Obtain A Relocation Payment?

Yes. Unless you have received a notice from the Special Master telling you that it has or will redetermine a claim you already filed, you must file a claim for relocation payments by **[90 days from date of mailing or [INSERT DEADLINE DATE FROM POSTED NOTICE, whichever is later]**. The Special Master will provide you with the required claim form, help you to complete it, and explain any additional information the Special Master may need to process your claim.

If you must pay any relocation expenses in order to obtain a comparable replacement unit, (e.g. a security deposit when you sign a lease for your new home), you should discuss your financial needs with the Special Master and request an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a landlord to ensure that your move will be completed on a timely basis.

The sooner you submit your claim, the sooner it can be processed and paid. You will be paid promptly after you submit your claim and the Special Master has processed it. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action necessary to resolve the matter.

Do I Have to Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local tax office in your area or with your personal tax advisor.

**EXHIBIT 3D5 to Settlement Agreement:
Category A Addendum to Relocation Informational Brochure 2005**

CATEGORY A:

Replacement Housing Payment (RHP) Calculation for Non-Section 8 Displaced Persons

Eligibility: Category A applies to the following Displaced Persons:

- Persons that are receiving an RHP as of [Date of Approval of Settlement Agreement]; and
- That moved to Actual Unit prior to May 2002 OR that was not referred to a Comparable Replacement Unit (CRU) by City after May 2002; and
- Did not receive Section 8 assistance at time of relocation

RHP Calculation or Recalculation:

- Your claim for an RHP may be redetermined by the Special Master
- A Comparable Rent factor of \$450 (instead of \$350) will be applied to the "Rent and Utilities" part of the RHP formula

RHP Displaced Person Could Receive:

- If there is a gap between the original RHP and the recalculated RHP, you will either:
 - Continue to receive the original RHP for the balance of 42 or 60 months depending on whether you are receiving benefits under URA or HCD Act plus an amount not to exceed \$100 per month times 42 or 60 months from the date of redetermination depending on whether you receive benefits under the URA or HCD Act; OR
 - If \$100 "gap" payment is not sufficient to make the Actual Unit where you are living affordable, you may choose to move to a Comparable Replacement Unit that the Special Master refers you to where the rent and utilities will not exceed 30% of your adjusted income plus an RHP
 - RHP determined by applying HCD Act or URA formula
 - Rent and utilities = Actual Rent for CRU referred to
 - If Displaced Person receives GR, RHP will be that portion of Actual Rent for CRU that is not paid for by County plus any reduction in "personal needs" portion of GR that results from such move

**EXHIBIT 3D6 to Settlement Agreement:
Category B Addendum to Relocation Informational Brochure 2005**

CATEGORY B:

Replacement Housing Payment (RHP) Calculation for Section 8 Participants

Eligibility: Category B applies to the following Displaced Persons:

- Persons that are receiving Section 8 assistance as of [Date of Approval of Agreement]; and
- That moved to a Section 8 Unit before May 2002 or was not referred to a Comparable Section 8 Unit by City after May 2002

RHP Calculation or Recalculation:

Your claim for an RHP will be redetermined

- The “rent and utilities” part of the formula shall be the lower of the Actual Rent or a Comparable Rent of \$450;
- The “income” part of the formula shall be based on your income and Section 8 payment at the time you relocated to the Section 8 Unit.

RHP Displaced Person Could Receive:

- If there is a gap between the original RHP and the recalculated RHP, you will receive:
 - The original RHP, if any, for the balance of 42 or 60 months depending on whether you receive benefits under the URA or HCD Act
 - Plus the amount of the gap, if any, between the Original RHP and the recalculated RHP for 42 or 60 months depending on whether you receive benefits under the URA or HCD Act.

**EXHIBIT 3D7 to Settlement Agreement:
Category C Addendum to Relocation Informational Brochure 2005**

CATEGORY C:

Replacement Housing Payment (RHP) for Persons Receiving General Relief

Eligibility: Category C applies to the following Displaced Persons:

- Displaced Person that does not fall into Category A or Category B; and
- Is receiving General Relief at the time of their application or re-application

Amount of RHP:

- Eligible to receive a total of \$7500 in RHP assistance for specific housing-related purposes (listed below); and
- Must draw \$7500 from Relocation Assistance Fund periodically when such housing-related need exists;
- The Special Master will inform you of the steps to take to draw an RHP from the Relocation Assistance Fund; and
- Must exhaust \$7500 RHP by [INSERT DATE: 42 months from expiration of 120-Day Application Period] or forfeit any remaining balance

Housing-Related Purposes:

- Eligible rent-related needs that are not paid by the County's General Relief program include:
 - Any "rent gap" Displaced Person experiences, as defined below, as a result of termination or withdrawal from General Relief program
 - Any "rent gap" Displaced Person experiences as a result of a rent increase at existing or new unit that is not paid by County
 - Any security deposits needed by Displaced Person
 - Moving expenses that are needed by Displaced Person, provided that GR is required to move through no fault of their own and limited to moving expenses permitted under URA
 - Any reduction in GR "personal needs" voucher that occurred as a result of displacement or occurs due to rent increase

Definition of "Rent Gap":

- Rent gap means the difference between the Actual Rent (rent plus utilities) and 30% of Displaced Person's Adjusted Monthly Income, provided however, that the "rent gap" payment will not exceed the annual HUD Fair Market Rent in the Stockton Metropolitan Area for a 0-Bedroom unit (currently \$522 per month).

IMPORTANT NOTICE: If you receive General Relief, you MUST submit a written application [within 90 days of the date of mailing or [INSERT DEADLINE DATE FROM POSTED NOTICE, whichever is later] in order to be

able to draw off of this fund even if you do not “need” the housing-related funds right now.

**EXHIBIT 3D8 to Settlement Agreement:
Category D Addendum to Relocation Informational Brochure 2005**

CATEGORY D:

Replacement Housing Payment (RHP) for Other Displaced Persons

Eligibility: Category D applies to Displaced Persons that do not fall into Category A, B, or C, but fall into one of the following sub-categories:

- Category D-1 applies to all pending and future claimants that were never referred to a Comparable Replacement Unit, do not receive an RHP, and do not receive Section 8 or General Relief.
- Category D-2 applies to all pending and future claimants that are offered Section 8 for their RHP.
- Category D-3 applies to any Displaced Person that does not fall into either of the above categories (or Categories A, B, or C).

RHP for Category D-1:

If you are living in an Actual Unit, you will receive either:

- RHP sufficient to make your Actual Unit affordable
 - Pursuant to HCD Act or URA
 - “Income” part of formula based on income at time of application
 - “Rent and Utilities” part of formula shall be the lower of the Actual Rent or a Comparable Rent of \$450; OR
- At your option, the right to move to a Comparable Replacement Unit
 - Referral to CRU by Special Master PLUS
 - RHP pursuant to URA or HCD Act
 - “Income” based on income at time of relocation to CRU
 - “Rent and utilities” based on Actual Rent or Comparable Rent, depending on how many applications for CRU received by Special Master
 - You must receive reasonable notice of the Comparable Rent before you locate a unit if the Special Master uses Comparable Rent instead of Actual Rent

If you are NOT living in Actual Unit at time of application, you will be referred to a Comparable Replacement Unit and the same RHP rules regarding the comparable replacement unit above will apply.

RHP for Category D-2:

Choice to Receive "Section 8".

If you are eligible to receive Section 8 rental assistance, you have a choice to receive Section 8 as part of your RHP.

- If you choose to receive your benefits for 42 months under the URA, you can accept *or reject* Section 8 assistance as part of your RHP. If you reject Section 8, you will be entitled to an RHP pursuant to Category D-1.
- If you choose to receive benefits under the HCD Act for 60 months, you must accept Section 8 rental assistance if it is offered to you.

"Section 8" RHP

- You will receive a referral from the Special Master to a Comparable Section 8 unit; or
- An RHP equal to the difference between the rent and utilities you must pay that exceeds 30% of your adjusted income at the time you relocate to a Section 8 unit

RHP for Category D-3:

- You will be referred to a Comparable Replacement Unit
- If necessary, you also will receive an RHP to make the unit affordable
- The RHP will be determined pursuant to the URA or HCD Act, depending on your choice
 - "Income" based on income at time of relocation to CRU
 - "Rent and utilities" based on Actual Rent or Comparable Rent, depending on how many applications for CRU received by Special Master
 - You must receive reasonable notice of Comparable Rent before you locate a unit if Special Master uses Comparable Rent instead of Actual Rent

**EXHIBIT 4 to Settlement Agreement:
Stipulated Protective Order dated February 7, 2005**

1 KRISTINA L. BURROWS, SBN 221363
2 AMY Y. CHOI, SBN 229501)
3 STEPHANIE E. HAFFNER, SBN 194192
4 CALIFORNIA RURAL LEGAL
5 ASSISTANCE, INC.
6 242 N. Sutter Street, #411
7 Stockton, CA 95202
8 Telephone: (209) 946-0609

9 MICHAEL RAWSON, SBN 95868
10 DEBORAH COLLINS, SBN 154532
11 CALIFORNIA AFFORDABLE HOUSING
12 LAW PROJECT OF THE PUBLIC
13 INTEREST LAW PROJECT
14 449 15th Street, Suite 301
15 Oakland, CA 94612
16 Telephone: (510) 891-9794

17 S. LYNN MARTINEZ, SBN 164406
18 WESTERN CENTER ON LAW & POVERTY
19 449 Fifteenth Street, Suite 301
20 Oakland, CA 94612
21 Telephone: (510) 891-9794, Ext. 125

22 (List of Counsel continued on next page)

23 **UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA**

24 ---oOo---

25 RICHARD PRICE, et al.,	)	Case No. Civ.S-02-0065 LKK KJM
	)	
26 Plaintiffs,	)	STIPULATED PROTECTIVE
	)	ORDER
27 vs.	)	
	)	
28 CITY OF STOCKTON, CALIFORNIA, et	)	
al	)	
Defendants.	)	

1 DEANNA R. KITAMURA, SBN 162039
2 RICHARD ROTHSCHILD, SBN 67356
3 WESTERN CENTER ON LAW & POVERTY
4 3701 Wilshire Blvd., Suite 208
Los Angeles, CA 90010
Telephone: (213) 487-7211

5 JACK DANIEL, SBN 133498
6 CALIFORNIA RURAL LEGAL
7 ASSISTANCE, INC.
8 2115 Kern Street, Suite 370
Fresno, CA 93721
Telephone: (559) 441-8721

9 ILENE J. JACOBS, SBN 126812
10 CALIFORNIA RURAL LEGAL
11 ASSISTANCE, INC.
12 511 "D" Street
P.O. Box 2600
13 Marysville, CA 95901
Telephone: (530) 742-7235

14 D. SCOTT CHANG, SBN 146403
15 P.O. Box 1299
16 Belmont, CA 94002
Telephone: (650) 947-9906

1 This matter came before the Court pursuant to the parties' Stipulation for Entry of
2 Protective Order regarding disclosure of information concerning Displaced Persons, as defined in
3 the Order Enforcing Preliminary Injunction ("Enforcement Order"), in order to carry out the
4 terms of that order. Part IV of the Enforcement Order, requires defendants and plaintiffs to
5 share personal identifying information regarding Displaced Persons who are to be notified of
6 revised relocation assistance policies and procedures, and for Defendants to provide copies of
7 notices, determinations, and redeterminations to Plaintiffs' counsel in order to monitor
8 compliance with the terms of the Enforcement Order.
9

10 The parties having so stipulated, the Court now ORDERS that:
11

12 1. The parties through their counsel shall designate information regarding
13 Displaced Persons as "Confidential" which designation shall make such items and all copies,
14 prints, summaries, disclosures or other reproductions of such information subject to this Order.
15

16 2. Designated documents or information that are subject to this Order shall be
17 disclosed only to the Defendants' employees that will be charged with carrying out the terms of
18 the Enforcement Order, Defendants' attorneys in this action, Plaintiffs' attorneys in this action
19 and the paralegal and support staff employees of those attorneys, and those public agencies set
20 forth in Paragraph IV of the Enforcement Order that the parties will seek assistance from in
21 providing notice to the Displaced Persons (hereinafter "Recipients"), except disclosure of such
22 information or documents shall be made to Recipients only as necessary to carry out the terms of
23 the Enforcement Order and only after the Recipient has been provided with a copy of this Order
24 and has agreed to be bound by it by signing an Acknowledgment of Receipt. Copies of all
25 signed Acknowledgments of Receipt shall be provided to counsel for the other party
26 immediately. Designated information shall not be disclosed to any person or in any manner not
27

1 specified in this Order or be used for any purpose other than to carry out the terms of the
2 Enforcement Order.

3 3. Recipients of designated documents or information are, either by virtue of
4 direct application of this Order or by virtue of the execution of the Acknowledgment of Receipt
5 referred to above, bound by the terms and restrictions of this Order and are subject to the
6 jurisdiction of this Court for the purpose of enforcing the terms of this Order.

7
8 4. If any party to this action wishes to modify this Order or its application to
9 certain documents or information, the party shall first request such modification from the other
10 parties' counsel, and, if no satisfactory agreement is reached, may petition the Court for
11 modification. Until modification is granted by agreement or order, the terms of this Order will
12 govern. Any party may challenge through the court a designation of any material as protected
13 under this Order.

14
15 5. Counsel for the parties to this action shall undertake all reasonable steps
16 necessary to preserve the confidentiality of designated documents and information, including but
17 not limited to monitoring the release of designated documents and information to Recipients and
18 obtaining the Acknowledgments described above.

19
20 6. To the extent counsel for the parties have need to contact Displaced Persons in
21 connection with this Protective Order, such contact shall be jointly by counsel for Plaintiffs and
22 Defendants, provided however, that (a) Defendants and counsel for Defendants also shall comply
23 with the provisions of the Relocation Application and Appeals Procedures, including section 4.2,
24 a copy of which is attached to and incorporated in the Enforcement Order as Exhibit 2 ; and (b)
25 nothing in this provision shall require joint contact if the Displaced Person(s) to be contacted are
26

27 ///

1 represented by Plaintiffs' counsel.

2 DATED: February 7, 2005

3 /s/Lawrence K. Karlton
4 Judge, U.S. District Court
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**EXHIBIT 5 to Settlement Agreement:
“Posted” Notice of Relocation Assistance and Benefits**

NOTICE OF RELOCATION ASSISTANCE AND BENEFITS

**FORMER OCCUPANTS OF
Commercial Hotel
Cosmos Hotel
Earle Hotel
El Tecolote Hotel
James Hotel
Hunter Apartments
Land Hotel
La Verta Hotel
Mariposa Hotel
Steve's Hotel
Toni Hotel
Terry Hotel**

**WHO WERE REQUIRED TO MOVE BETWEEN
JUNE 1, 2001 AND JUNE 14, 2002
MAY BE ENTITLED TO RELOCATION ASSISTANCE
AND/OR ADDITIONAL BENEFITS**

TO PICK UP AN APPLICATION, CONTACT:

TO RECEIVE AN APPLICATION BY MAIL, CALL OR WRITE:

[INSERT ASSOCIATED RIGHT OF WAY INFO]

**IMPORTANT
IN ORDER TO BE CONSIDERED FOR SUCH
ASSISTANCE/BENEFITS YOU MUST TURN IN YOUR
APPLICATION TO ASSOCIATED RIGHT OF WAY
NO LATER THAN
[INSERT DATE THAT IS 120 DAYS FROM DATE
POSTED AND MAILED BY SPECIAL MASTER]**

(The Special Master will date-stamp a copy of your Application for your records upon receipt of the application.)

Unless you receive a written notice to the contrary, NEW APPLICATIONS WILL NOT BE TAKEN AFTER THE ABOVE DATE.

**EXHIBIT 6 to Settlement Agreement:
Relocation Assistance Application**

**ASSOCIATED RIGHT OF WAY
DOWNTOWN RESIDENTIAL HOTELS
RELOCATION ASSISTANCE APPLICATION**

DATE: _____

CONTACT INFORMATION:

Your Name: _____

Current Address: _____

Current Telephone Number: _____

Message Number: _____

INFORMATION NEEDED TO PROCESS YOUR RELOCATION ASSISTANCE CLAIM:

Name of Hotel you occupied between the period June 1, 2001 and June 14, 2002
("hereafter referred to as your FORMER ADDRESS"):

Amount of Rent at your FORMER ADDRESS: \$ _____

Amount of Any Utilities you paid at your FORMER ADDRESS: \$ _____

Names and ages of the members of your household at the time you moved from the
your FORMER ADDRESS: _____

Names and ages of the members of your CURRENT
household: _____

Amount of Rent at Your CURRENT ADDRESS: \$ _____

Amount of Utilities at your CURRENT ADDRESS: \$ _____

Your CURRENT TOTAL HOUSEHOLD INCOME (including the income of all other adult
members of your household): \$ _____

Sources of the HOUSEHOLD INCOME: (i.e., wages, social security, SSI, General Relief, CalWORKS, etc.) of you and all other adult members of your household:

The amount of any of the following that you paid since moving from your FORMER ADDRESS:

Moving Expenses: _____

Credit Check Fees: _____

Security Deposits: _____

Storage Expenses: _____

Any additional out-of-pocket expenses you may have had to pay because of your move from your FORMER ADDRESS (For example, you may have had to pay for transportation or phone calls to find another place to live. Please state both the amount of the expense and give a description of what it was.)

List any special housing needs that you or members of your CURRENT household may have because of disabilities, transportation requirements or other reasons: _____

ADDITIONAL INFORMATION:

Please note that you may be requested to provide additional information to help us process your claim depending on your particular circumstances and *depending on your choice of relocation benefits*. For example, you may be asked to verify that you are a U.S. Citizen or a lawful permanent resident *if you choose to receive benefits under the URA*. You do not have to be a U.S. Citizen or lawful permanent resident to receive relocation benefits under other laws, however, so you do not have to disclose this information if you choose to not receive benefits under the URA. If you are entitled to assistance paying your rent and utilities, the City may need to inspect your home to make sure that it is in decent, safe, and sanitary condition. If you move to a new unit, the City also will need to know the amount of moving expenses, credit check fees, security deposit, and any other expenses that you will incur in making that move.

MAKE A COPY OF YOUR APPLICATION AND KEEP IT WITH YOUR IMPORTANT PAPERS. MAIL OR HAND DELIVER YOUR APPLICATION TO:

[INSERT: Associated Right of Way contact information]

IF YOU HAVE QUESTIONS OR NEED HELP COMPLETING THIS FORM, PLEASE CALL RON COOK:

[INSERT: Associated Right of Way contact information]

YOU MUST TURN IN YOUR WRITTEN APPLICATION TO THE CITY NO LATER THAN INSERT DATE: 90 days from date of mailing or Posted Notice Deadline, whichever is later]] AT 5:00 P.M.

TO BE COMPLETED BY CITY:

DATE RECEIVED: _____

INFORMATIONAL PACKET MAILED: [] Relocation Assistance Informational Brochure
[] Questions and Answers
[] Category __ Addendum
[] Lost Belongings Policy
[] RAAP
[] Stipulated Judgment

DATED: _____

**_____
[Signature]**

**EXHIBIT 7 to Settlement Agreement:
Main Hotel Notice of Eligibility**

SAMPLE NOTICE OF ELIGIBILITY
TO RESIDENTS OF MAIN HOTEL

[Date]

[Name/Address of Tenant]

Dear _____:

On August 5, 2005, we notified you that the City of Stockton purchased the Main Hotel on June 30, 2005. This is a Notice of Future Eligibility for Relocation Assistance.

The City has acquired this property and expects to require you to move at a later time. However, **YOU DO NOT NEED TO MOVE NOW**. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. The City also will prepare a relocation assistance plan for approval by the City Council at least six months before anyone will be required to move, and you will be given an opportunity to comment on that plan.

When you are required to move, you will be entitled to relocation payments and other assistance in accordance with state and federal laws and regulations, including for example:

- Counseling and other advisory services, including referrals to "comparable replacement homes".
- Payment for moving expenses. You will be able to choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed moving expense and dislocation allowance in accordance with state laws.
- Replacement Housing Payment. You also may be eligible for a replacement housing payment to rent or buy a replacement home that you can afford without spending more than 30% of your monthly income. The payment is based on several factors, including the cost of a "comparable replacement home", the monthly rent and average costs of utility services for your present home, and your household income.

I am enclosing a brochure entitled, "Relocation Assistance to Tenants Displaced from Their Homes". This brochure generally explains the type of assistance you will receive before you move.

I want to make it clear that you will be eligible for assistance to help you relocate when the City requires you to move, but you do not need to move now and the City is not requiring you to move now.

When the City prepares a relocation assistance plan, a representative of this office will contact you to determine your needs and preferences for relocation. Prior to your relocation a representative of the City will explain your rights and help you obtain the relocation payments and other assistance for which you are eligible. In the meantime, if you have any questions, please contact: _____. You should continue to pay rent per the terms of your occupancy agreement with the hotel operator, Alice Tahara. Failure to pay rent may result in your lawful eviction.

This letter is very important, and you should keep it with your important papers and records.

Very truly yours,

Enclosure

**EXHIBIT 8 to Settlement Agreement:
Annotated Agenda of City Council Meeting
dated December 13, 2005**



**CITY COUNCIL-
REDEVELOPMENT AGENCY
MEMBERS**

Steve Bestolarides, Dist. 1
Dan Chapman, Dist. 2
Leslie Baranco Martin, Dist. 3

**MAYOR/CHAIR
EDWARD CHAVEZ**

Vice Mayor/Vice Chair
Gary S. Giovanetti

**CITY COUNCIL-
REDEVELOPMENT AGENCY
MEMBERS**

Clem Lee, Dist. 4
Rebecca Nabors, Dist. 6

APPOINTED OFFICIALS

City Manager/Agency Executive Director - Mark Lewis, Esq.
City Attorney/Agency Counsel - Ren Nosky
City Clerk/Agency Secretary - Katherine Gong Meissner
City Auditor - F. Michael Taylor

**CITY COUNCIL/REDEVELOPMENT AGENCY CONCURRENT
ANNOTATED AGENDA**

December 13, 2005

C-1. CC/RD CALL TO ORDER / ROLL CALL

Roll Call

Present:

Bestolarides, Councilmember
Chavez, Mayor
Chapman, Councilmember
Giovanetti, Vice Mayor
Nabors, Councilmember

Absent/Excused:

Martin, Councilmember
Lee, Councilmember

Councilmember Lee arrived at 4:04 p.m. in closed session.

Councilmember Martin arrived at 4:10 p.m. in closed session.

C-2. CC/RD ANNOUNCEMENT OF CLOSED SESSION

C-2.1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Number of Cases: Three

Name of Case: Richard Price, et al. v. City of Stockton,
Redevelopment Agency, et al. (U.S.D.C. No. CV-02-0065 LKK JFM)

Name of Case: Harold Jerome Miller, Jr. v. City of Stockton(San
Joaquin County Superior Court No. CV025594)

Name of Case: Tuleburg Auto Body Garage and Tow et al v. City
of Stockton(U.S.D.C. No. 2:05-CV-01504-FCD-JFM)

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

EXHIBIT 8

Government Code.

C-3. CC/RD ADJOURN TO CLOSED SESSION

The Council returned from closed session and recessed at 4:55 p.m.

1. CC/RD CALL TO ORDER/ROLL CALL (05:28 PM)

Roll Call (05:28 PM)

Present:

Bestolarides, Councilmember

Martin, Councilmember

Chavez, Mayor

Lee, Councilmember

Chapman, Councilmember

Giovanetti, Vice Mayor

Nabors, Councilmember

2. CC/RD REPORT OF ACTION TAKEN IN CLOSED SESSION (05:29 PM)

City Attorney Ren Nosky reported that with regard to United States District Court Case Price v. the City of Stockton, the City Council voted unanimously to authorize the execution of a settlement agreement containing the following points:

1. Relocation expenses shall be paid to those residents displaced from Downtown single-room occupancy hotels by the City of Stockton. A special manager shall be retained to oversee the payment of further relocation benefit payments. A fund of \$1,455,000 shall be created to cover special master services and further relocation benefit payments. That fund shall expire in sixty months with all remaining funds pledged to the construction of housing within the City for extremely low income persons. The six named plaintiffs in the lawsuit shall receive a payment of \$45,000 to be split evenly amongst themselves.

The City Council agreed that low income units shall be constructed to replace those destroyed in the Downtown area. Specifically, 155 units from the Hotel Stockton shall count as replacement units. Current income limitations shall remain in effect. Displacees from the Downtown hotels shall be entitled to preference on the Hotel Stockton waiting list. Those units shall remain affordable for a fifty-five year term as specified in the existing regulatory agreement. One hundred and eighty-five other low income units shall be constructed. Eighty-five of those units shall be constructed for residents with a median income of 60% of Federal levels. Fifty percent of these units shall be completed by December 31, 2009; the balance shall be completed by December 31, 2010. An additional 100 units shall be constructed for people with 30% median income. Of those 100 units, 50% shall be completed by December 31, 2009; the balance by December 31, 2010. Those units are also to remain affordable for a fifty-five year term and shall not be limited to seniors.

The agreement shall contain the provision for the payment of attorney fees to the plaintiffs; a total of \$1.5 million spread over a two and one-half year term. The first \$500,000 shall be paid on or before January 31, 2006, the second \$500,000 shall be paid before January 31, 2007, and the balance on or before August 1, 2007.

2. Mr. Nosky stated he was asked to clarify the City's response to a letter that the Council received two meetings ago from the Campaign for Common Ground dated November 29, 2005. The letter discussed the City's current processing of four development projects, i.e. the Sanctuary, Mariposa Lakes, Tidewater Crossing, and River Run. The letter raised the concern that these projects would somehow "jump the gun" by being approved prior to the City's approval of its new General Plan. Mr. Nosky clarified that these projects are all logical extensions of the City's boundaries and can be processed independent of the General Plan. The earliest any of these projects could come before the Council is June 2006, well after the anticipated adoption of the General Plan, and currently the Planning Commission is set to hold public hearings on the General Plan in January of 2006, with the Council hearings to follow shortly thereafter. The public shall have ample opportunity to comment on each of these projects, regardless of the exact timing of

the General Plan.

Memorandum dated December 13, 2005 from City Attorney Richard E. Nosky, Jr. and Deputy City Attorney Guy D. Petzold regarding the General Plan (filed).

3. INVOCATION/PLEDGE TO FLAG (05:33 PM)

10. COUNCIL/REDEVELOPMENT AGENCY COMMENTS AND COMMITTEE REPORTS (05:36 PM)

Mayor Chavez announced that with Council concurrence Item 10.01 would be heard at this time due to a prior commitment of one of the presenters.

10.01) Report of Chair Clem Lee on the Council Audit Committee meeting of December 5, 2005

a) COMMITTEE REPORT:

ACTION: Accept for filing

b) MANAGEMENT LETTER FROM MACIAS, GINI & COMPANY:

ACTION: Motion to accept the management letter, as presented.

c) CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT:

ACTION: Motion to accept the City's Comprehensive Annual Financial Report, as presented.

d) REDEVELOPMENT AGENCY FINANCIAL STATEMENTS:

ACTION: Motion to accept the redevelopment agency financial statements, as presented.

e) STOCKTON EVENTS CENTER AUDIT:

ACTION: None. Informational only.

(AUD) (Pages 194-213) (05:36 PM)

LINK TO 2005-12-13 Council Agenda Item 10.01

Motion: Approve the Report of Chair Clem Lee on the Council Audit Committee meeting of December 5, 2005 for filing.

Moved by Lee, Councilmember, seconded by Chapman, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Councilmember Lee presented the Committee report. (05:37 PM)

Richard Green of Macias Gini & Company gave an overview of their audit with the aid of a PowerPoint presentation (filed). (05:38 PM)

Councilmember Bestolarides asked about the operational process and Mr. Green responded. (05:42 PM)

City Auditor Michael Taylor gave an update regarding the Stockton Events Center extension of scope of work. (05:45 PM)

Motion: Approve b) MANAGEMENT LETTER FROM MACIAS, GINI & COMPANY, accept the management letter, as presented.

Moved by Martin, Councilmember, seconded by Chapman, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Motion: Approve c) CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT, accept the City's Comprehensive Annual Financial Report, as presented.

Moved by Lee, Councilmember, seconded by Martin, Councilmember.

Case 2:02-cv-00065-LKK-KJM Document 312-3 Filed 01/11/06 Page 21 of 46

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Motion: Approve d) REDEVELOPMENT AGENCY FINANCIAL STATEMENTS, accept the redevelopment agency financial statements, as presented.

Moved by Lee, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Note: No action was taken on the Stockton Events Center Audit as this was informational only.

4. PROCLAMATIONS/COMMENDATIONS/CITY ANNOUNCEMENTS OR INVITATIONS (05:47 PM)

4.01) PRESENTATION: Vice Mayor Gary Giovanetti & Rose Dime, President, Sister City Association (Sister City Trip) (05:47 PM)

Vice Mayor Giovanetti gave the update of his trip with the Sister City Association and with aid of a PowerPoint presentation (filed). Ms. Rose Dime gave the closing comments relative to the update.

LINK TO 2005-12-13 Council Agenda Item 4.01 Powerpoint

4.02) Update on Crime Issues - Police Chief Mark Herder (06:01 PM)

Police Chief Mark Herder gave the update with the aid of a PowerPoint presentation (filed).

LINK TO 2005-12-13 Council Agenda Item 4.02 Powerpoint

Nabors, Councilmember called to speak.

Lee, Councilmember called to speak

Martin, Councilmember called to speak

Mayor Chavez asked questions.

5. CITIZENS' COMMENTS, ANNOUNCEMENTS OR INVITATIONS* (06:14 PM)

James Young (06:24 PM)

Mr. Young, a resident of Kentfield Drive, spoke about encouraging developments in that area and thanked the City for its efforts.

Nguyen To Can (06:18 PM)

Ms. Nguyen continued her accusations of immoral conduct by elected City and County officials, conspiracies against her by Mental Health Services, and misuse of funds.

Jack Stirton (CM to follow up) (06:23 PM)

Mr. Stirton, a resident of Stadium Drive, referring to an upcoming agenda item on area parking permits, said that there are two dormitories and a fraternity on his block with the University of the Pacific providing twelve parking spaces. On weekends students park in restricted areas without fear of having their cars "marked" and asked that this situation be assessed along with the subsequent problems related to street sweeping. He said that under the permit process, residents now have only five days of parking restrictions, while there were six days of restrictions under the prior system.

Ken Hotopp (06:26 PM)

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Mr. Hotopp presented: 1) a petition containing 609 signatures supporting a dog park and 2) a parcel map of property at 5415 Feather River Drive (# 116-110-01) for a proposed dog park (both filed). Mr. Hotopp said that the lot is presently an eyesore but would be an ideal location for a dog park, and presented a drawing of the proposed site as a dog park. He cited the many benefits of such a park and requested a leash-free park at Grupe from 6 a.m. to 8 a.m. if a dog park is not constructed.

Laura Sugimoto (06:32 PM)

Ms. Sugimoto spoke in support of a dog park in Stockton, stating that she currently must take her dog to Lodi to visit the dog parks there.

Colleen Stiehr (06:33 PM)

Ms. Stiehr voiced her support of a dog park in Stockton.

Anthony Toth-Fejel (06:33 PM)

Mr. Toth-Fejel said he must take his dogs to a dog park in Lodi and does not understand why Lodi has three dog parks and the City has none. He voiced his support of Mr. Hotopp's plans, adding that he was certain that citizens would be willing to volunteer labor and materials to construct a dog park.

Grant Louis Ashley (filed a copy of a handout entitled "Stockton's Pioneers of Many Colors") (06:35 PM)

Mr. Ashley asked the City Council and those who have control of City infrastructure to save a vital historical entity - a home at 921 South San Joaquin Street that once belonged to an ex-slave, Moses Logan Rogers, who was also a mining engineer specialist and civil rights activist. He distributed information packets and provided a condensed academic explanation of the importance of this historical site. He said he would like people of color to unite and form a multicultural center to display a meaningful representation of contributions by people of color.

Ellen Powell (06:41 PM)

Ms. Powell voiced her support of Mr. Ashley's request that the City act to preserve the San Joaquin Street home as a multicultural center.

Robert Hong (06:41 PM)

Mr. Hong recounted that he was contacted by Mr. Ashley and reported that the San Joaquin Street home has a marker designating it a historical landmark. He noted that the house is boarded up and believes this to be because of code violations. He said that the structure could be saved with the City's help. He voiced his support of Mr. Ashley's proposal and asked that City staff be directed to speak with Mr. Ashley about the possibility of saving the building.

Trevor Atkinson (filed a written copy of his presentation) (06:44 PM)

Mr. Atkinson, speaking on behalf of Campaign for Common Ground, referred to a letter read to the Council by Ann Johnston on November 29 requesting a moratorium on processing specific plans and major development plans outside the current boundaries until the new General Plan has been adopted. He noted that the City Attorney stated this evening that these projects are logical extensions of City boundaries. Mr. Atkinson said that this assumes that the draft General Plan will be approved as it stands. This is problematic as it seems to be a foregone conclusion, which makes a mockery of the planning process and community input to the Plan. He asked that the Council defer action on Agenda Item 6.03 on tonight's agenda (River Run) and agendaize his request for a moratorium on processing plans for development beyond current General Plan boundaries.

Darrell Petray/Troy Dayak (06:47 PM)

Mr. Petray, co-owner and investor for Stockton's first professional indoor soccer team the California Cougars, said that the opening of the Events Center was very exciting. He announced that the Cougars will be making their home debut on December 18 and invited the Mayor and Council and the City Manager to take part of the pre-game ceremonies at 3:45 p.m., with kickoff at 4 p.m. He presented autographed photos of the team and introduced the Head Coach, Troy Dayak.

Mr. Dayak expressed his appreciation for the Events Center and congratulated the City on its vision.

6. CC/RD CONSENT AGENDA (06:52 PM)

Councilmember Bestolarides requested that Item 6.13 be pulled from the Consent Calendar for discussion.

Councilmember Lee requested that Item 6.08 also be pulled.

6.01) CC **Motion** to schedule interviews for two (2) vacancies on THE STOCKTON PARKS AND RECREATION COMMISSION Special Council meeting for Tuesday, January 17, 2006 to begin at 4:00 p.m. (CM) (Pages 1-3)

[LINK TO 2005-12-13 Council Agenda Item 6.01](#)

6.02) CC **Motion** Accepting the 2006 Boards/Commissions Term Expirations Roster for filing. (CLERK) (Pages 4-8)

[LINK TO 2005-12-13 Council Agenda Item 6.02](#)

6.03) CC **Resolution 05-0542** Approving the Second Amendment to the Contract for Professional Services with DESIGN, COMMUNITY AND ENVIRONMENT (DC&E) CONSULTANTS for Specific Plan professional services for the River Run Specific Plan. (CD) (Pages 9-17)

[LINK TO 2005-12-13 Council Agenda Item 6.03](#)

[LINK TO 2005-12-13 Council Resolution 05-0542 Agenda Item 6.03](#)

6.04) CC **Resolution 05-0543** and **Resolution R05-043** Approving the 2006 Concurrent City Council / Redevelopment Agency Meeting Calendar. (MAYOR). (Pages 18-22)

[LINK TO 2005-12-13 Council Agenda Item 6.04](#)

[LINK TO 2005-12-13 Council Resolution 05-0543 Agenda Item 6.04](#)

[LINK TO 2005-12-13 RD Resolution R05-043 Agenda Item 6.04](#)

6.05) CC **Resolution 05-0544** Approving a Housing Repair Loan in the amount of \$84,550 to YVONNE L. GRAY of 8304 BLUEFIELD DRIVE and taking whatever actions are necessary and appropriate to carry out the intent of the resolution. (HD) (Pages 23-28)

[LINK TO 2005-12-13 Council Agenda Item 6.05](#)

[LINK TO 2005-12-13 Council Resolution 05-0544 Agenda Item 6.05](#)

6.06) CC **Resolution 05-0545** Approving a Down Payment Assistance Loan in the amount of \$60,000 (\$10,000 from the American Dream Down Payment Initiative and \$50,000 from HOME funds) to GARRETT and PATRICIA ARCHER for the purchase of a condominium unit located at 2421 COUNTRY CLUB BOULEVARD, UNIT NO. 46 and taking whatever actions are necessary and appropriate to carry out the intent of the resolution. (HD) (Pages 29-32)

[LINK TO 2005-12-13 Council Agenda Item 6.06](#)

[LINK TO 2005-12-13 Council Resolution 05-0545 Agenda Item 6.06](#)

6.07) CC Memorandum of Understanding between the STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456 and the City of Stockton

Resolution 05-0546 approving the following:

- a) Authorizing the Amendment to the Memorandum of Understanding between the Stockton Professional Fire Fighters Local Union 456 and the City of Stockton by establishing the class and setting the salary for the position of Fire Fighter Trainee;
- b) Amending Resolution No. 32,538 to add the unclassified non-sworn position to the list of positions designated for representation by the Stockton Professional Fire Fighters Local Union 456;
- c) Adopting the class specification for Fire Fighter Trainee; and,

d) Executing the amendment to the Memorandum of Understanding. (HR) (Pages 33-46)

[LINK TO 2005-12-13 Council Agenda Item 6.07](#)

~~6.08) CC DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms~~

~~a) Approve the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopt the Findings and Mitigation Monitoring and Reporting Program.~~

~~b) Approve the plans and specifications, and the addendum and execute a contract in the amount of \$1,593,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD 04-32 and make all necessary fund transfers. (MUD-ACCT) (Pages 47-52)~~

This item was removed from consent and heard as Item 7.01 Unfinished Business. (06:52 PM)

[LINK TO 2005-12-13 Council Agenda Item 6.08](#)

6.09) CC Resolution 05-0547 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for OLD OAK ESTATES - TRACT NO. 3504. (PW) (Pages 53-56)

[LINK TO 2005-12-13 Council Agenda Item 6.09](#)

[LINK TO 2005-12-13 Council Resolution 05-0547 Agenda Item 6.09](#)

6.10) CC Resolution 05-0548 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for TUSCANY COVE -TRACT NO. 3483. (PW) (Pages 57-60)

[LINK TO 2005-12-13 Council Agenda Item 6.10](#)

[LINK TO 2005-12-13 Council Resolution 05-0548 Agenda Item 6.10](#)

6.11) CC Resolution 05-0549 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for RIVERBEND, UNIT NO. 2 - TRACT NO. 3518. (PW) (Pages 61-64)

[LINK TO 2005-12-13 Council Agenda Item 6.11](#)

[LINK TO 2005-12-13 Council Resolution 05-0549 Agenda Item 6.11](#)

6.12) RD Resolution R05-044 Authorizing the acquisition of the property located at 531 SOUTH AMERICAN STREET from ANTONIO BRAVO and LYDIA BRAVO in an amount not to exceed \$255,000 for the GLEASON PARK/SUSD SCHOOL SITE PROJECT. (RED) (Pages 65-83)

[LINK TO 2005-12-13 Council Agenda Item 6.12](#)

[LINK TO 2005-12-13 RD Resolution R05-044 Agenda Item 6.12](#)

~~6.13) CC/ Approve a public infrastructure project funding agreement between the RD Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS. City Council Action Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation. Redevelopment Agency Action Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton. (RED) (Pages 84-110)~~

This item was removed from Consent and heard as Item 7.02, Unfinished Business. (06:52 PM)

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[LINK TO 2005-12-13 Council Agenda Item 6.13](#)

6.14) CC/RD REDEVELOPMENT AGENCY'S 2004-2005 ANNUAL REPORT

Redevelopment Agency Action -Resolution R05-045 approving the 2004-2005 Annual Report of Financial Transactions of Community Redevelopment Agencies for the Stockton Redevelopment Agency and authorizing transmittal of said report to the City Council for their approval.
City Council Action -Resolution 05-0550 approving the 2004-2005 Annual Report of Financial Transactions of Community Redevelopment Agencies for the Stockton Redevelopment Agency and directing staff to transmit said report to the State Controller. (RED). (Pages 111-114) (07:09 PM)

[LINK TO 2005-12-13 Council Agenda Item 6.14](#)

[LINK TO 2005-12-13 RD Resolution R05-045 Agenda Item 6.14](#)

[LINK TO 2005-12-13 Council Resolution 05-0550 Agenda Item 6.14](#)

6.15) CC/RD Redevelopment Resolution R05-046 and City Council Resolution 05-0551 approving findings and authorizing the Executive Director/City Manager to enter into an agreement, with an option to extend the agreement for one additional year, with SERGEANT MAJOR ASSOCIATES, INC. to provide consulting services in the form of representing the City of Stockton in advocating its public policy positions, concerns, needs and recommendations before the California State Legislature, the Governor's Office and the California State Administrative agencies. (CM) (Pages 115-120)

[LINK TO 2005-12-13 Council Agenda Item 6.15](#)

[LINK TO 2005-12-13 RD Resolution R05-046 Agenda Item 6.15](#)

[LINK TO 2005-12-13 Council Resolution 05-0551 Agenda Item 6.15](#)

6.16) CC Ordinance 018-05 C.S., effective January 12, 2006 for RESIDENTIAL PERMIT PARKING PROGRAM - Extending the current residential permit parking program in the Caldwell Village area by amending the Stockton Municipal Code by deleting Section 10-415 (Expiration Date) as provided for in Ordinance No. 032-04 C.S. (PW) (Pages 121-126)

[LINK TO 2005-12-13 Council Agenda Item 6.16](#)

[LINK TO 2005-12-13 Council Ordinance 018-05 CS Agenda Item 6.16](#)

6.17) CC Resolution 05-0552 Authorizing an amendment to the professional services contract with RAJAPPAN & MEYER CONSULTING ENGINEERS, INC., for the TRINITY PARKWAY/AKSLAND AVENUE EXTENSION AND BRIDGE OVER BEAR CREEK PROJECT in the amount of \$582,470 for phase 2 final design and construction support services and record any financial action necessary to complete funding of the project. (PW) (Pages 127-152)

[LINK TO 2005-12-13 Council Agenda Item 6.17](#)

[LINK TO 2005-12-13 Council Resolution 05-0552 Agenda Item 6.17](#)

Motion: Approve 6. CC/RD CONSENT AGENDA. Items 6.08 and 6.13 were removed from Consent and heard as Items 7.01 and 7.02, respectively.

Moved by Martin, Councilmember, seconded by Giovanetti, Vice Mayor.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

7. UNFINISHED BUSINESS (06:53 PM)

7.01 (formerly item 6.08) CC DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms

a) Approving the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopting the Findings

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and Mitigation Monitoring and Reporting Program.

b) Approving the plans and specifications, and the addendum and executing a contract in the amount of \$1,593,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD-04-32 and make all necessary fund transfers. (MUD-ACCT) (Pages 47-52) (06:53 PM)

Director of Municipal Utilities Mark Madison gave the staff report with the aid of a Powerpoint presentation (filed) (07:00 PM)

Councilmember Lee inquired about the additional amount to fund contingency management. Mr. Madison referred the response to the Assistant Director of the Municipal Utilities Department, Bob Murdoch. (06:57 PM)

Martin, Councilmember left the meeting at 6:57 p.m.

Councilmember Bestolarides suggested that a cost breakdown be prepared in the future to aid the Council with understanding the expenditures. (07:00 PM)

Martin, Councilmember joined the meeting at 7:00 p.m.

Motion: Approve 7.01 (formerly item 6.08) CC Resolution 05-0553 approving the DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms

a) Approving the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopting the Findings and Mitigation Monitoring and Reporting Program.

b) Approving the plans and specifications, and the addendum and executing a contract in the amount of \$1,593,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD-04-32 and make all necessary fund transfers. (MUD-ACCT)

Moved by Martin, Councilmember, seconded by Giovanetti, Vice Mayor.

Vote: Motion carried 6-1.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

No: Lee, Councilmember

LINK TO 2005-12-13 Council Resolution 05-0553 Agenda Item 6.08 7.01

7.02 (formerly Item 6.13) CC/RD Approve a public infrastructure project funding agreement between the Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS.

City Council Action:

Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation.

Redevelopment Agency Action:

Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton.

(RED) (Pages 84-110) (07:01 PM)

Councilmember Bestolarides asked for an explanation for creating tax increments. Housing Director Laurie Montes responded. (07:01 PM)

Lee, Councilmember left the meeting at 7:02 p.m.

Councilmember Nabors expressed a concern about the funding. (07:04 PM)

Lee, Councilmember joined the meeting at 7:04 p.m.

City Manager Lewis clarified that they are not talking about cash, but a promise on the part of Redevelopment to pay for city infrastructure and the obligation involved. City Attorney Nosky explained

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that the payments made to the Agency come out of new money collected through tax increment. (07:06 PM)

Councilmember Lee commented and Mr. Lewis responded. (07:07 PM)

Motion: Approve 7.02 (formerly Item 6.13) CC/RD Approving the public infrastructure project funding agreement between the Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS.

City Council Action:

Resolution 05-0554 approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation.

Redevelopment Agency Action:

Resolution R05-047 approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton.

(RED) (Pages 84-110)

Moved by Bestolarides, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Bestolarides, Councilmember left the meeting at 7:08 p.m.

LINK TO 2005-12-13 Council Resolution 05-0554 Agenda Item 6.13 7.02

8. NEW BUSINESS (07:09 PM)

8.01) CC Declare results of Special Landowner Election, Determine validity of Prior Proceedings, and directing the recording of Amended Notice of Special Tax Lien. for the COMMUNITY FACILITIES DISTRICT NO. 2001-1 (DOWNTOWN PARKING) PROJECT. (RED) (Pages 153-172) (07:09 PM)

LINK TO 2005-12-13 Council Agenda Item 8.01

Memo dated December 13, 2005 addressed to the Mayor and City Council from the City Clerk transmitting a copy of a corrected resolution pertaining to Item 8.01.

Housing Director Steve Pinkerton gave the staff report with the aid of the Powerpoint presentation (filed). (07:10 PM)

City Clerk Katherine Gong Meissner tabulated and read the results of the landowner election as follows:

Total Qualified Landowner votes: 39

Total votes cast: 34

Yes votes: 28 (82.4%)

No votes: 06 (17.6%)

Motion: Approve **Resolution 05-0555** Declaring the results of Special Landowner Election, Determining validity of Prior Proceedings, and directing the recording of Amended Notice of Special Tax Lien for the COMMUNITY FACILITIES DISTRICT NO. 2001-1 (DOWNTOWN PARKING) PROJECT. (RED)

Moved by Chapman, Councilmember, seconded by Giovanetti, Vice Mayor.

Bestolarides, Councilmember joined the meeting at 7:13 p.m.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

LINK TO 2005-12-13 Council Resolution 05-0555 Agenda Item 8.01

9. PUBLIC HEARINGS (07:14 PM)**

9.01) CC Hearing to consider public comments/testimony regarding the abandonment of a portion of the MCALLEN ROAD right-of-way. (RED) (Pages 173-193) (07:14 PM)

LINK TO 2005-12-13 Council Agenda Item 9.01

The public hearing was declared opened by Mayor Chavez.

Housing Director Steve Pinkerton gave the staff report with the aid of the Powerpoint presentation. (07:14 PM)

Mayor Chavez declared the public hearing closed.

Motion: Approve Resolution 05-0556 approving the abandonment of a portion of MCALLEN ROAD right-of-way.

Moved by Bestolarides, Councilmember, seconded by Lee, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Item 10. - Council Comments:

Councilmember Lee (CM to follow up) (07:17 PM)

1. Councilmember Lee said he agrees with the need for dog parks. City Manager Lewis noted that two dog parks are being proposed in the CIP budget. Mayor Chavez interjected and said that a dog park is being developed in Weston Ranch. Parks and Recreation Director Pamela Sloan, stated there is a CIP request for Grupe Park which only requires installation of a fence, and on Feather River Drive which is a full development. Ms. Sloan noted that dog parks are being considered in new parks as developed.

2. In reference to the Mayor's Crime initiative, Councilmember Lee stated his displeasure regarding the answer received relative to the installation of cameras and that they are not yet installed. He indicated that this is a resource issue and expressed his gratefulness for the hard work on the crime initiative project and engaging a consultant. Manager Lewis stated he will follow up.

3. Councilmember Lee expressed his dissatisfaction with the City's lack of response to questions in the general plan letter. He stated the letter was inaccurate and misleading. City Attorney, Ren Nosky, said that he did not want to leave the letter dangling and this was not intended to be the official response. City Manager Lewis stated a formal response will be on the next agenda.

4. Councilmember Lee stated he hopes the newly approved lobbyist will be involved in discussions about redevelopment and the negativity on eminent domain. Mr. Lewis said the lobbyist will focus on eminent domain as this will impact City redevelopment.

Councilmember Martin (07:25 PM)

1. Councilmember Martin thanked City staff for a quick response to building a dog park in Fritz Grupe Park. She said the area citizens showed an overwhelming response in support of a dog park.

2. Councilmember Martin said she has received many positive comments about the arena and the great service provided by the well trained staff. She extended her congratulations to "Thunder" and everyone who provides support to the team. She noted that the service was also very good.

3. In reference to the Police Department the Councilwoman agreed with hiring a consultant and said it would be a good idea to have a scope of services and projected goals. City Manager Lewis interjected by saying that the scope of services is already in the works and will be provided to the Council. She noted that the Arena and Civic Auditorium activities need to be coordinated to share parking.

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She wished her colleagues, city staff and citizens of Stockton, a happy and safe holiday.

Councilmember Chapman (07:28 PM)

Councilmember Chapman thanked his colleagues and citizens for attending the opening event at the arena. He stated that the City has received many favorable comments along with some constructive comments which were forwarded to the proper entities.

He wished City staff, citizens and colleagues a great holiday season.

Councilmember Nabors (CM to follow up) (07:30 PM)

1. Councilmember Nabors wished the citizens of Stockton and City staff a merry Christmas and thanked staff for their help and support throughout the year.

2. She said she attended the National League of Cities conference and leadership classes in Charlotte, North Carolina, the week of November 5, 2005. She observed that Stockton is not too far off task with what is happening to cities throughout the United States.

3. Councilmember Nabors asked City Manager Lewis how the City can assist with the upkeep and preservation of the south San Joaquin Street house designated as a historical monument. Mr. Lewis responded that many of the historically designated properties are privately owned. He said the City tries to provide protection through zoning and rules related to historic buildings and their modifications. He said funding may be available through the Block Grant Program or other programs to possibly purchase the property and rehabilitate it or find other methods to cause it to be preserved. Councilmember Martin requested to be a member on the preservation board. Mayor Chavez stated his support and requested that Mr. Lewis research the options.

4. Councilmember Nabors inquired if the traffic cameras that were installed at east Charter Way and B Street were operational. Mr. Lewis said he would check into that and advise the Council.

Councilmember Bestolarides (07:34 PM)

Councilmember Bestolarides wished all the citizens of Stockton a merry Christmas, happy new year and said he looks forward to seeing all the Councilmembers and Mayor next year at their first meeting of 2006.

Vice Mayor Giovanetti (07:34 PM)

1. Vice Mayor Giovanetti conveyed an "at-a-way" to the city taxpayers for the new arena. He said numerous people have contacted him and expressing a sense of pride about the arena.

2. He said he also attended the League of Cities conference in Charlotte, North Carolina. He said he returned with ideas for the Council's goal setting session that includes issues with affordable housing.

He wished the citizens of Stockton a very merry Christmas.

Mayor Chavez (07:36 PM)

1. The Mayor stated that he happily attended the opening game of the Thunder and extended his thanks to the Record for their coverage in capturing the spirit of the event.

2. Regarding dog parks, Mayor Chavez encouraged exploring other opportunities for future dog parks throughout the rest of our community since the west side is covered (Weston Ranch, Grupe Park and Feather River). He asked for feedback and citizen input as parks are developed.

3. Mayor Chavez received an e-mail from Nick Cleveland, a 16 year old, who was a patient at Shriners' Hospital for 7 years. Nick is raising monies as his way of giving back and held a toy drive last year. This year he will be selling mistletoe and holding a putting challenge for prizes on Saturday, December 17, 2005 at Marina Market, 3201 W. Ben Holt Drive, 10 am to 4 pm. Television and newspaper media will be covering the event.

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4. Mayor Chavez announced that Neil Diamond will be the featured entertainment at the Stockton Arena on Sunday, January 15, 2006. Tickets will be available beginning Saturday, December 17, 2005 at 10 am or can be obtained at the Stockton Arena or Bob Hope Theatre ticket offices, or via the website www.stocktontickets.com or by calling 866-373-7088.

In closing, Mayor Chavez thanked the Council for a very interesting and enjoyable first year in office and for allowing him to work with them. He extended wishes to all the staff and the residents of this community for a very merry Christmas and a safe and happy new year.

11. ADJOURNMENT (07:38 PM)

Motion: Approve to adjourn the meeting.

Moved by Bestolarides, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

**EXHIBIT 9 to Settlement Agreement:
Annotated Agenda of Redevelopment Agency
dated December 13, 2005**



**CITY COUNCIL-
REDEVELOPMENT AGENCY
MEMBERS**

Steve Bestolarides, Dist. 1
Dan Chapman, Dist. 2
Leslie Baranco Martin, Dist. 3

**MAYOR/CHAIR
EDWARD CHAVEZ**

Vice Mayor/Vice Chair
Gary S. Giovanetti

**CITY COUNCIL-
REDEVELOPMENT AGENCY
MEMBERS**

Clem Lee, Dist. 4
Rebecca Nabors, Dist. 6

APPOINTED OFFICIALS

City Manager/Agency Executive Director - Mark Lewis, Esq.
City Attorney/Agency Counsel - Ren Nosky
City Clerk/Agency Secretary - Katherine Gong Meissner
City Auditor - F. Michael Taylor

**CITY COUNCIL/REDEVELOPMENT AGENCY CONCURRENT
ANNOTATED AGENDA**

December 13, 2005

C-1. CC/RD CALL TO ORDER / ROLL CALL

Roll Call

Present:

Bestolarides, Councilmember
Chavez, Mayor
Chapman, Councilmember
Giovanetti, Vice Mayor
Nabors, Councilmember

Absent/Excused:

Martin, Councilmember
Lee, Councilmember

Councilmember Lee arrived at 4:04 p.m. in closed session.

Councilmember Martin arrived at 4:10 p.m. in closed session.

C-2. CC/RD ANNOUNCEMENT OF CLOSED SESSION

C-2.1) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Number of Cases: Three

Name of Case: Richard Price, et al. v. City of Stockton,
Redevelopment Agency, et al. (U.S.D.C. No. CV-02-0065 LKK JFM)

Name of Case: Harold Jerome Miller, Jr. v. City of Stockton(San
Joaquin County Superior Court No. CV025594)

Name of Case: Tuleburg Auto Body Garage and Tow et al v. City
of Stockton(U.S.D.C. No. 2:05-CV-01504-FCD-JFM)

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

EXHIBIT 9

Government Code.

C-3. CC/RD ADJOURN TO CLOSED SESSION

The Council returned from closed session and recessed at 4:55 p.m.

1. CC/RD CALL TO ORDER/ROLL CALL (05:28 PM)

Roll Call (05:28 PM)

Present:

Bestolarides, Councilmember

Martin, Councilmember

Chavez, Mayor

Lee, Councilmember

Chapman, Councilmember

Giovanetti, Vice Mayor

Nabors, Councilmember

2. CC/RD REPORT OF ACTION TAKEN IN CLOSED SESSION (05:29 PM)

City Attorney Ren Nosky reported that with regard to United States District Court Case Price v. the City of Stockton, the City Council voted unanimously to authorize the execution of a settlement agreement containing the following points:

1. Relocation expenses shall be paid to those residents displaced from Downtown single-room occupancy hotels by the City of Stockton. A special manager shall be retained to oversee the payment of further relocation benefit payments. A fund of \$1,455,000 shall be created to cover special master services and further relocation benefit payments. That fund shall expire in sixty months with all remaining funds pledged to the construction of housing within the City for extremely low income persons. The six named plaintiffs in the lawsuit shall receive a payment of \$45,000 to be split evenly amongst themselves.

The City Council agreed that low income units shall be constructed to replace those destroyed in the Downtown area. Specifically, 155 units from the Hotel Stockton shall count as replacement units. Current income limitations shall remain in effect. Displacees from the Downtown hotels shall be entitled to preference on the Hotel Stockton waiting list. Those units shall remain affordable for a fifty-five year term as specified in the existing regulatory agreement. One hundred and eighty-five other low income units shall be constructed. Eighty-five of those units shall be constructed for residents with a median income of 60% of Federal levels. Fifty percent of these units shall be completed by December 31, 2009; the balance shall be completed by December 31, 2010. An additional 100 units shall be constructed for people with 30% median income. Of those 100 units, 50% shall be completed by December 31, 2009; the balance by December 31, 2010. Those units are also to remain affordable for a fifty-five year term and shall not be limited to seniors.

The agreement shall contain the provision for the payment of attorney fees to the plaintiffs; a total of \$1.5 million spread over a two and one-half year term. The first \$500,000 shall be paid on or before January 31, 2006, the second \$500,000 shall be paid before January 31, 2007, and the balance on or before August 1, 2007.

2. Mr. Nosky stated he was asked to clarify the City's response to a letter that the Council received two meetings ago from the Campaign for Common Ground dated November 29, 2005. The letter discussed the City's current processing of four development projects, i.e. the Sanctuary, Mariposa Lakes, Tidewater Crossing, and River Run. The letter raised the concern that these projects would somehow "jump the gun" by being approved prior to the City's approval of its new General Plan. Mr. Nosky clarified that these projects are all logical extensions of the City's boundaries and can be processed independent of the General Plan. The earliest any of these projects could come before the Council is June 2006, well after the anticipated adoption of the General Plan, and currently the Planning Commission is set to hold public hearings on the General Plan in January of 2006, with the Council hearings to follow shortly thereafter. The public shall have ample opportunity to comment on each of these projects, regardless of the exact timing of

the General Plan.

Memorandum dated December 13, 2005 from City Attorney Richard E. Nosky, Jr. and Deputy City Attorney Guy D. Petzold regarding the General Plan (filed).

3. INVOCATION/PLEDGE TO FLAG (05:33 PM)

10. COUNCIL/REDEVELOPMENT AGENCY COMMENTS AND COMMITTEE REPORTS (05:36 PM)

Mayor Chavez announced that with Council concurrence Item 10.01 would be heard at this time due to a prior commitment of one of the presenters.

10.01) Report of Chair Clem Lee on the Council Audit Committee meeting of December 5, 2005

a) COMMITTEE REPORT:

ACTION: Accept for filing

b) MANAGEMENT LETTER FROM MACIAS, GINI & COMPANY:

ACTION: Motion to accept the management letter, as presented.

c) CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT:

ACTION: Motion to accept the City's Comprehensive Annual Financial Report, as presented.

d) REDEVELOPMENT AGENCY FINANCIAL STATEMENTS:

ACTION: Motion to accept the redevelopment agency financial statements, as presented.

e) STOCKTON EVENTS CENTER AUDIT:

ACTION: None. Informational only.

(AUD) (Pages 194-213) (05:36 PM)

LINK TO 2005-12-13 Council Agenda Item 10.01

Motion: Approve the Report of Chair Clem Lee on the Council Audit Committee meeting of December 5, 2005 for filing.

Moved by Lee, Councilmember, seconded by Chapman, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Councilmember Lee presented the Committee report. (05:37 PM)

Richard Green of Macias Gini & Company gave an overview of their audit with the aid of a PowerPoint presentation (filed). (05:38 PM)

Councilmember Bestolarides asked about the operational process and Mr. Green responded. (05:42 PM)

City Auditor Michael Taylor gave an update regarding the Stockton Events Center extension of scope of work. (05:45 PM)

Motion: Approve b) MANAGEMENT LETTER FROM MACIAS, GINI & COMPANY, accept the management letter, as presented.

Moved by Martin, Councilmember, seconded by Chapman, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Motion: Approve c) CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT, accept the City's Comprehensive Annual Financial Report, as presented.

Moved by Lee, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Motion: Approve d) REDEVELOPMENT AGENCY FINANCIAL STATEMENTS, accept the redevelopment agency financial statements, as presented.

Moved by Lee, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Note: No action was taken on the Stockton Events Center Audit as this was informational only.

4. PROCLAMATIONS/COMMENDATIONS/CITY ANNOUNCEMENTS OR INVITATIONS (05:47 PM)

4.01) PRESENTATION: Vice Mayor Gary Giovanetti & Rose Dime, President, Sister City Association (Sister City Trip) (05:47 PM)

Vice Mayor Giovanetti gave the update of his trip with the Sister City Association and with aid of a PowerPoint presentation (filed). Ms. Rose Dime gave the closing comments relative to the update.

LINK TO 2005-12-13 Council Agenda Item 4.01 Powerpoint

4.02) Update on Crime Issues - Police Chief Mark Herder (06:01 PM)

Police Chief Mark Herder gave the update with the aid of a PowerPoint presentation (filed).

LINK TO 2005-12-13 Council Agenda Item 4.02 Powerpoint

Nabors, Councilmember called to speak

Lee, Councilmember called to speak

Martin, Councilmember called to speak

Mayor Chavez asked questions.

5. CITIZENS' COMMENTS, ANNOUNCEMENTS OR INVITATIONS* (06:14 PM)

James Young (06:24 PM)

Mr. Young, a resident of Kentfield Drive, spoke about encouraging developments in that area and thanked the City for its efforts.

Nguyen To Can (06:18 PM)

Ms. Nguyen continued her accusations of immoral conduct by elected City and County officials, conspiracies against her by Mental Health Services, and misuse of funds.

Jack Stirton (CM to follow up) (06:23 PM)

Mr. Stirton, a resident of Stadium Drive, referring to an upcoming agenda item on area parking permits, said that there are two dormitories and a fraternity on his block with the University of the Pacific providing twelve parking spaces. On weekends students park in restricted areas without fear of having their cars "marked" and asked that this situation be assessed along with the subsequent problems related to street sweeping. He said that under the permit process, residents now have only five days of parking restrictions, while there were six days of restrictions under the prior system.

Ken Hotopp (06:26 PM)

Mr. Hotopp presented: 1) a petition containing 609 signatures supporting a dog park and 2) a parcel map of property at 5415 Feather River Drive (# 116-110-01) for a proposed dog park (both filed). Mr. Hotopp said that the lot is presently an eyesore but would be an ideal location for a dog park, and presented a drawing of the proposed site as a dog park. He cited the many benefits of such a park and requested a leash-free park at Grupe from 6 a.m. to 8 a.m. if a dog park is not constructed.

Laura Sugimoto (06:32 PM)

Ms. Sugimoto spoke in support of a dog park in Stockton, stating that she currently must take her dog to Lodi to visit the dog parks there.

Colleen Stiehr (06:33 PM)

Ms. Stiehr voiced her support of a dog park in Stockton.

Anthony Toth-Fejel (06:33 PM)

Mr. Toth-Fejel said he must take his dogs to a dog park in Lodi and does not understand why Lodi has three dog parks and the City has none. He voiced his support of Mr. Hotopp's plans, adding that he was certain that citizens would be willing to volunteer labor and materials to construct a dog park.

Grant Louis Ashley (filed a copy of a handout entitled "Stockton's Pioneers of Many Colors") (06:35 PM)

Mr. Ashley asked the City Council and those who have control of City infrastructure to save a vital historical entity - a home at 921 South San Joaquin Street that once belonged to an ex-slave, Moses Logan Rogers, who was also a mining engineer specialist and civil rights activist. He distributed information packets and provided a condensed academic explanation of the importance of this historical site. He said he would like people of color to unite and form a multicultural center to display a meaningful representation of contributions by people of color.

Ellen Powell (06:41 PM)

Ms. Powell voiced her support of Mr. Ashley's request that the City act to preserve the San Joaquin Street home as a multicultural center.

Robert Hong (06:41 PM)

Mr. Hong recounted that he was contacted by Mr. Ashley and reported that the San Joaquin Street home has a marker designating it a historical landmark. He noted that the house is boarded up and believes this to be because of code violations. He said that the structure could be saved with the City's help. He voiced his support of Mr. Ashley's proposal and asked that City staff be directed to speak with Mr. Ashley about the possibility of saving the building.

Trevor Atkinson (filed a written copy of his presentation) (06:44 PM)

Mr. Atkinson, speaking on behalf of Campaign for Common Ground, referred to a letter read to the Council by Ann Johnston on November 29 requesting a moratorium on processing specific plans and major development plans outside the current boundaries until the new General Plan has been adopted. He noted that the City Attorney stated this evening that these projects are logical extensions of City boundaries. Mr. Atkinson said that this assumes that the draft General Plan will be approved as it stands. This is problematic as it seems to be a foregone conclusion, which makes a mockery of the planning process and community input to the Plan. He asked that the Council defer action on Agenda Item 6.03 on tonight's agenda (River Run) and agendaize his request for a moratorium on processing plans for development beyond current General Plan boundaries.

Darrell Petray/Troy Dayak (06:47 PM)

Mr. Petray, co-owner and investor for Stockton's first professional indoor soccer team the California Cougars, said that the opening of the Events Center was very exciting. He announced that the Cougars will be making their home debut on December 18 and invited the Mayor and Council and the City Manager to take part of the pre-game ceremonies at 3:45 p.m., with kickoff at 4 p.m. He presented autographed photos of the team and introduced the Head Coach, Troy Dayak.

Mr. Dayak expressed his appreciation for the Events Center and congratulated the City on its vision.

6. CC/RD CONSENT AGENDA (06:52 PM)

Councilmember Bestolarides requested that Item 6.13 be pulled from the Consent Calendar for discussion.

Councilmember Lee requested that Item 6.08 also be pulled.

6.01) CC **Motion** to schedule interviews for two (2) vacancies on THE STOCKTON PARKS AND RECREATION COMMISSION Special Council meeting for Tuesday, January 17, 2006 to begin at 4:00 p.m. (CM) (Pages 1-3)

[LINK TO 2005-12-13 Council Agenda Item 6.01](#)

6.02) CC **Motion** Accepting the 2006 Boards/Commissions Term Expirations Roster for filing. (CLERK) (Pages 4-8)

[LINK TO 2005-12-13 Council Agenda Item 6.02](#)

6.03) CC **Resolution 05-0542** Approving the Second Amendment to the Contract for Professional Services with DESIGN, COMMUNITY AND ENVIRONMENT (DC&E) CONSULTANTS for Specific Plan professional services for the River Run Specific Plan. (CD) (Pages 9-17)

[LINK TO 2005-12-13 Council Agenda Item 6.03](#)

[LINK TO 2005-12-13 Council Resolution 05-0542 Agenda Item 6.03](#)

6.04) CC **Resolution 05-0543** and **Resolution R05-043** Approving the 2006 Concurrent City Council / Redevelopment Agency Meeting Calendar. (MAYOR). (Pages 18-22)

[LINK TO 2005-12-13 Council Agenda Item 6.04](#)

[LINK TO 2005-12-13 Council Resolution 05-0543 Agenda Item 6.04](#)

[LINK TO 2005-12-13 RD Resolution R05-043 Agenda Item 6.04](#)

6.05) CC **Resolution 05-0544** Approving a Housing Repair Loan in the amount of \$84,550 to YVONNE L. GRAY of 8304 BLUEFIELD DRIVE and taking whatever actions are necessary and appropriate to carry out the intent of the resolution. (HD) (Pages 23-28)

[LINK TO 2005-12-13 Council Agenda Item 6.05](#)

[LINK TO 2005-12-13 Council Resolution 05-0544 Agenda Item 6.05](#)

6.06) CC **Resolution 05-0545** Approving a Down Payment Assistance Loan in the amount of \$60,000 (\$10,000 from the American Dream Down Payment Initiative and \$50,000 from HOME funds) to GARRETT and PATRICIA ARCHER for the purchase of a condominium unit located at 2421 COUNTRY CLUB BOULEVARD, UNIT NO. 46 and taking whatever actions are necessary and appropriate to carry out the intent of the resolution. (HD) (Pages 29-32)

[LINK TO 2005-12-13 Council Agenda Item 6.06](#)

[LINK TO 2005-12-13 Council Resolution 05-0545 Agenda Item 6.06](#)

6.07) CC Memorandum of Understanding between the STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456 and the City of Stockton

Resolution 05-0546 approving the following:

- a) Authorizing the Amendment to the Memorandum of Understanding between the Stockton Professional Fire Fighters Local Union 456 and the City of Stockton by establishing the class and setting the salary for the position of Fire Fighter Trainee;
- b) Amending Resolution No. 32,538 to add the unclassified non-sworn position to the list of positions designated for representation by the Stockton Professional Fire Fighters Local Union 456;
- c) Adopting the class specification for Fire Fighter Trainee; and,

d) Executing the amendment to the Memorandum of Understanding. (HR) (Pages 33-46)

[LINK TO 2005-12-13 Council Agenda Item 6.07](#)

~~6.08) CC DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms~~

~~a) Approve the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopt the Findings and Mitigation Monitoring and Reporting Program.~~

~~b) Approve the plans and specifications, and the addendum and execute a contract in the amount of \$1,583,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD-04-32 and make all necessary fund transfers. (MUD-ACCT) (Pages 47-52)~~

This item was removed from consent and heard as Item 7.01 Unfinished Business. (06:52 PM)

[LINK TO 2005-12-13 Council Agenda Item 6.08](#)

6.09) CC Resolution 05-0547 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for OLD OAK ESTATES - TRACT NO. 3504. (PW) (Pages 53-56)

[LINK TO 2005-12-13 Council Agenda Item 6.09](#)

[LINK TO 2005-12-13 Council Resolution 05-0547 Agenda Item 6.09](#)

6.10) CC Resolution 05-0548 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for TUSCANY COVE -TRACT NO. 3483. (PW) (Pages 57-60)

[LINK TO 2005-12-13 Council Agenda Item 6.10](#)

[LINK TO 2005-12-13 Council Resolution 05-0548 Agenda Item 6.10](#)

6.11) CC Resolution 05-0549 Executing the subdivision agreement, accepting on behalf of the public all offers of dedication, and authorizing recordation of the map for RIVERBEND, UNIT NO. 2 - TRACT NO. 3518. (PW) (Pages 61-64)

[LINK TO 2005-12-13 Council Agenda Item 6.11](#)

[LINK TO 2005-12-13 Council Resolution 05-0549 Agenda Item 6.11](#)

6.12) RD Resolution R05-044 Authorizing the acquisition of the property located at 531 SOUTH AMERICAN STREET from ANTONIO BRAVO and LYDIA BRAVO in an amount not to exceed \$255,000 for the GLEASON PARK/SUSD SCHOOL SITE PROJECT. (RED) (Pages 65-83)

[LINK TO 2005-12-13 Council Agenda Item 6.12](#)

[LINK TO 2005-12-13 RD Resolution R05-044 Agenda Item 6.12](#)

~~6.13) CC/ Approve a public infrastructure project funding agreement between the RD Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS. City Council Action Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation.~~

~~Redevelopment Agency Action Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton.~~

~~(RED) (Pages 84-110)~~

This item was removed from Consent and heard as Item 7.02, Unfinished Business. (06:52 PM)

[LINK TO 2005-12-13 Council Agenda Item 6.13](#)

6.14) CC/RD REDEVELOPMENT AGENCY'S 2004-2005 ANNUAL REPORT

Redevelopment Agency Action -Resolution R05-045 approving the 2004-2005 Annual Report of Financial Transactions of Community Redevelopment Agencies for the Stockton Redevelopment Agency and authorizing transmittal of said report to the City Council for their approval.
City Council Action -Resolution 05-0550 approving the 2004-2005 Annual Report of Financial Transactions of Community Redevelopment Agencies for the Stockton Redevelopment Agency and directing staff to transmit said report to the State Controller. (RED) (Pages 111-114) (07:09 PM)

[LINK TO 2005-12-13 Council Agenda Item 6.14](#)

[LINK TO 2005-12-13 RD Resolution R05-045 Agenda Item 6.14](#)

[LINK TO 2005-12-13 Council Resolution 05-0550 Agenda Item 6.14](#)

6.15) CC/RD Redevelopment Resolution R05-046 and City Council Resolution 05-0551 approving findings and authorizing the Executive Director/City Manager to enter into an agreement, with an option to extend the agreement for one additional year, with SERGEANT MAJOR ASSOCIATES, INC. to provide consulting services in the form of representing the City of Stockton in advocating its public policy positions, concerns, needs and recommendations before the California State Legislature, the Governor's Office and the California State Administrative agencies. (CM) (Pages 115-120)

[LINK TO 2005-12-13 Council Agenda Item 6.15](#)

[LINK TO 2005-12-13 RD Resolution R05-046 Agenda Item 6.15](#)

[LINK TO 2005-12-13 Council Resolution 05-0551 Agenda Item 6.15](#)

6.16) CC Ordinance 018-05 C.S., effective January 12, 2006 for RESIDENTIAL PERMIT PARKING PROGRAM - Extending the current residential permit parking program in the Caldwell Village area by amending the Stockton Municipal Code by deleting Section 10-415 (Expiration Date) as provided for in Ordinance No. 032-04 C.S. (PW) (Pages 121-126)

[LINK TO 2005-12-13 Council Agenda Item 6.16](#)

[LINK TO 2005-12-13 Council Ordinance 018-05 CS Agenda Item 6.16](#)

6.17) CC Resolution 05-0552 Authorizing an amendment to the professional services contract with RAJAPPAN & MEYER CONSULTING ENGINEERS, INC., for the TRINITY PARKWAY/AKSLAND AVENUE EXTENSION AND BRIDGE OVER BEAR CREEK PROJECT in the amount of \$582,470 for phase 2 final design and construction support services and record any financial action necessary to complete funding of the project. (PW) (Pages 127-152)

[LINK TO 2005-12-13 Council Agenda Item 6.17](#)

[LINK TO 2005-12-13 Council Resolution 05-0552 Agenda Item 6.17](#)

Motion: Approve 6. CC/RD CONSENT AGENDA. Items 6.08 and 6.13 were removed from Consent and heard as Items 7.01 and 7.02, respectively.

Moved by Martin, Councilmember, seconded by Giovanetti, Vice Mayor.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

7. UNFINISHED BUSINESS (06:53 PM)

7.01 (formerly item 6.08) CC DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms

a). Approving the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopting the Findings

and Mitigation Monitoring and Reporting Program.

b) Approving the plans and specifications, and the addendum and executing a contract in the amount of \$1,593,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD-04-32 and make all necessary fund transfers. (MUD-ACCT) (Pages 47-52) (06:53 PM)

Director of Municipal Utilities Mark Madison gave the staff report with the aid of a Powerpoint presentation (filed) (07:00 PM)

Councilmember Lee inquired about the additional amount to fund contingency management. Mr. Madison referred the response to the Assistant Director of the Municipal Utilities Department, Bob Murdoch. (06:57 PM)

Martin, Councilmember left the meeting at 6:57 p.m.

Councilmember Bestolarides suggested that a cost breakdown be prepared in the future to aid the Council with understanding the expenditures. (07:00 PM)

Martin, Councilmember joined the meeting at 7:00 p.m.

Motion: Approve 7.01 (formerly item 6.08) CC **Resolution 05-0553** approving the DOWNTOWN STOCKTON CHANNEL (Interstate 5 to McLeod Lake and Weber Point) WATER QUALITY IMPROVEMENT PROJECT for the construction of the Destratification (Bubbler) System to control blue-green algae blooms

a) Approving the Initial Study/Final Mitigated Negative Declaration (IS11-05) and adopting the Findings and Mitigation Monitoring and Reporting Program.

b) Approving the plans and specifications, and the addendum and executing a contract in the amount of \$1,593,000 with POWER ENGINEERING CONTRACTORS, INC. for the construction of the STOCKTON CHANNEL WATER QUALITY IMPROVEMENT PROJECT MUD-04-32 and make all necessary fund transfers. (MUD-ACCT)

Moved by Martin, Councilmember, seconded by Giovanetti, Vice Mayor.

Vote: Motion carried 6-1.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

No: Lee, Councilmember

[LINK TO 2005-12-13 Council Resolution 05-0553 Agenda Item 6.08 7.01](#)

7.02 (formerly Item 6.13) CC/RD Approve a public infrastructure project funding agreement between the Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS.

City Council Action:

Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation.

Redevelopment Agency Action:

Adopt a resolution approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton.
(RED) (Pages 84-110) (07:01 PM)

Councilmember Bestolarides asked for an explanation for creating tax increments. Housing Director Laurie Montes responded. (07:01 PM)

Lee, Councilmember left the meeting at 7:02 p.m.

Councilmember Nabors expressed a concern about the funding. (07:04 PM)

Lee, Councilmember joined the meeting at 7:04 p.m.

City Manager Lewis clarified that they are not talking about cash, but a promise on the part of Redevelopment to pay for city infrastructure and the obligation involved. City Attorney Nosky explained

that the payments made to the Agency come out of new money collected through tax increment. (07:06 PM)

Councilmember Lee commented and Mr. Lewis responded. (07:07 PM)

Motion: Approve 7.02 (formerly Item 6.13) CC/RD Approving the public infrastructure project funding agreement between the Redevelopment Agency and the City of Stockton for public infrastructure projects within the PROJECT AREAS.

City Council Action:

Resolution 05-0554 approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton and authorizing the City Manager to record the Agency obligation.

Redevelopment Agency Action:

Resolution R05-047 approving public infrastructure project funding agreements for the Redevelopment Project Areas between the Redevelopment Agency and the City of Stockton.

(RED) (Pages 84-110)

Moved by Bestolarides, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Bestolarides, Councilmember left the meeting at 7:08 p.m.

LINK TO 2005-12-13 Council Resolution 05-0554 Agenda Item 6.13 7.02

8. NEW BUSINESS (07:09 PM)

8.01) CC Declare results of Special Landowner Election, Determine validity of Prior Proceedings, and directing the recording of Amended Notice of Special Tax Lien for the COMMUNITY FACILITIES DISTRICT NO. 2001-1 (DOWNTOWN PARKING) PROJECT. (RED) (Pages 153-172) (07:09 PM)

LINK TO 2005-12-13 Council Agenda Item 8.01

Memo dated December 13, 2005 addressed to the Mayor and City Council from the City Clerk transmitting a copy of a corrected resolution pertaining to Item 8.01.

Housing Director Steve Pinkerton gave the staff report with the aid of the Powerpoint presentation (filed). (07:10 PM)

City Clerk Katherine Gong Meissner tabulated and read the results of the landowner election as follows:

Total Qualified Landowner votes: 39

Total votes cast: 34

Yes votes: 28 (82.4%)

No votes: 06 (17.6%)

Motion: Approve **Resolution 05-0555** Declaring the results of Special Landowner Election, Determining validity of Prior Proceedings, and directing the recording of Amended Notice of Special Tax Lien for the COMMUNITY FACILITIES DISTRICT NO. 2001-1 (DOWNTOWN PARKING) PROJECT. (RED)

Moved by Chapman, Councilmember, seconded by Giovanetti, Vice Mayor.

Bestolarides, Councilmember joined the meeting at 7:13 p.m.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

LINK TO 2005-12-13 Council Resolution 05-0555 Agenda Item 8.01

9. PUBLIC HEARINGS (07:14 PM)**

9.01) CC Hearing to consider public comments/testimony regarding the abandonment of a portion of the MCALLEN ROAD right-of-way. (RED) (Pages 173-193) (07:14 PM)

LINK TO 2005-12-13 Council Agenda Item 9.01

The public hearing was declared opened by Mayor Chavez.

Housing Director Steve Pinkerton gave the staff report with the aid of the Powerpoint presentation. (07:14 PM)

Mayor Chavez declared the public hearing closed.

Motion: Approve Resolution 05-0556 approving the abandonment of a portion of MCALLEN ROAD right-of-way.

Moved by Bestolarides, Councilmember, seconded by Lee, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

Item 10. - Council Comments:

Councilmember Lee (CM to follow up) (07:17 PM)

1. Councilmember Lee said he agrees with the need for dog parks. City Manager Lewis noted that two dog parks are being proposed in the CIP budget. Mayor Chavez interjected and said that a dog park is being developed in Weston Ranch. Parks and Recreation Director Pamela Sloan, stated there is a CIP request for Grupe Park which only requires installation of a fence, and on Feather River Drive which is a full development. Ms. Sloan noted that dog parks are being considered in new parks as developed.

2. In reference to the Mayor's Crime initiative, Councilmember Lee stated his displeasure regarding the answer received relative to the installation of cameras and that they are not yet installed. He indicated that this is a resource issue and expressed his gratefulness for the hard work on the crime initiative project and engaging a consultant. Manager Lewis stated he will follow up.

3. Councilmember Lee expressed his dissatisfaction with the City's lack of response to questions in the general plan letter. He stated the letter was inaccurate and misleading. City Attorney, Ren Nosky, said that he did not want to leave the letter dangling and this was not intended to be the official response. City Manager Lewis stated a formal response will be on the next agenda.

4. Councilmember Lee stated he hopes the newly approved lobbyist will be involved in discussions about redevelopment and the negativity on eminent domain. Mr. Lewis said the lobbyist will focus on eminent domain as this will impact City redevelopment.

Councilmember Martin (07:25 PM)

1. Councilmember Martin thanked City staff for a quick response to building a dog park in Fritz Grupe Park. She said the area citizens showed an overwhelming response in support of a dog park.

2. Councilmember Martin said she has received many positive comments about the arena and the great service provided by the well trained staff. She extended her congratulations to "Thunder" and everyone who provides support to the team. She noted that the service was also very good.

3. In reference to the Police Department the Councilwoman agreed with hiring a consultant and said it would be a good idea to have a scope of services and projected goals. City Manager Lewis interjected by saying that the scope of services is already in the works and will be provided to the Council. She noted that the Arena and Civic Auditorium activities need to be coordinated to share parking.

She wished her colleagues, city staff and citizens of Stockton, a happy and safe holiday.

Councilmember Chapman (07:28 PM)

Councilmember Chapman thanked his colleagues and citizens for attending the opening event at the arena. He stated that the City has received many favorable comments along with some constructive comments which were forwarded to the proper entities.

He wished City staff, citizens and colleagues a great holiday season.

Councilmember Nabors (CM to follow up) (07:30 PM)

1. Councilmember Nabors wished the citizens of Stockton and City staff a merry Christmas and thanked staff for their help and support throughout the year.
2. She said she attended the National League of Cities conference and leadership classes in Charlotte, North Carolina, the week of November 5, 2005. She observed that Stockton is not too far off task with what is happening to cities throughout the United States.
3. Councilmember Nabors asked City Manager Lewis how the City can assist with the upkeep and preservation of the south San Joaquin Street house designated as a historical monument. Mr. Lewis responded that many of the historically designated properties are privately owned. He said the City tries to provide protection through zoning and rules related to historic buildings and their modifications. He said funding may be available through the Block Grant Program or other programs to possibly purchase the property and rehabilitate it or find other methods to cause it to be preserved. Councilmember Martin requested to be a member on the preservation board. Mayor Chavez stated his support and requested that Mr. Lewis research the options.
4. Councilmember Nabors inquired if the traffic cameras that were installed at east Charter Way and B Street were operational. Mr. Lewis said he would check into that and advise the Council.

Councilmember Bestolarides (07:34 PM)

Councilmember Bestolarides wished all the citizens of Stockton a merry Christmas, happy new year and said he looks forward to seeing all the Councilmembers and Mayor next year at their first meeting of 2006.

Vice Mayor Giovanetti (07:34 PM)

1. Vice Mayor Giovanetti conveyed an "at-a-way" to the city taxpayers for the new arena. He said numerous people have contacted him and expressing a sense of pride about the arena.
2. He said he also attended the League of Cities conference in Charlotte, North Carolina. He said he returned with ideas for the Council's goal setting session that includes issues with affordable housing.

He wished the citizens of Stockton a very merry Christmas.

Mayor Chavez (07:36 PM)

1. The Mayor stated that he happily attended the opening game of the Thunder and extended his thanks to the Record for their coverage in capturing the spirit of the event.
2. Regarding dog parks, Mayor Chavez encouraged exploring other opportunities for future dog parks throughout the rest of our community since the west side is covered (Weston Ranch, Grupe Park and Feather River). He asked for feedback and citizen input as parks are developed.
3. Mayor Chavez received an e-mail from Nick Cleveland, a 16 year old, who was a patient at Shriner's Hospital for 7 years. Nick is raising monies as his way of giving back and held a toy drive last year. This year he will be selling mistletoe and holding a putting challenge for prizes on Saturday, December 17, 2005 at Marina Market, 3201 W. Ben Holt Drive, 10 am to 4 pm. Television and newspaper media will be covering the event.

4. Mayor Chavez announced that Neil Diamond will be the featured entertainment at the Stockton Arena on Sunday, January 15, 2006. Tickets will be available beginning Saturday, December 17, 2005 at 10 am or can be obtained at the Stockton Arena or Bob Hope Theatre ticket offices, or via the website www.stocktontickets.com or by calling 866-373-7088.

In closing, Mayor Chavez thanked the Council for a very interesting and enjoyable first year in office and for allowing him to work with them. He extended wishes to all the staff and the residents of this community for a very merry Christmas and a safe and happy new year.

11. ADJOURNMENT (07:38 PM)

Motion: Approve to adjourn the meeting.

Moved by Bestolarides, Councilmember, seconded by Martin, Councilmember.

Vote: Motion carried 7-0.

Yes: Bestolarides, Councilmember; Martin, Councilmember; Chavez, Mayor; Lee, Councilmember; Chapman, Councilmember; Giovanetti, Vice Mayor; Nabors, Councilmember

**EXHIBIT 10 to Settlement Agreement:
General Mutual Release**

GENERAL MUTUAL RELEASE

Plaintiffs/Petitioners RICHARD PRICE, GEORGE BAKER, STANFORD COBBS, DWAIN HENDERSON, LUCINDA WATSON, LANCE WHITE and INTERFAITH COUNCIL OF SAN JOAQUIN and Defendants/Respondents CITY OF STOCKTON, CITY COUNCIL, REDEVELOPMENT AGENCY, DEPARTMENT OF HOUSING AND REDEVELOPMENT, EDWARD J. CHAVEZ, STEVE J. BESTOLARIDES, DAN J. CHAPMAN, GARY GIOVANETTI, CLEM LEE, LESLIE MARTIN, and REBECCA G. NABORS, MARK LEWIS, and STEVE PINKERTON hereby mutually and generally release each other from all claims that are or have been, or could have been made in the action entitled *Richard Price et al. v. City of Stockton, et al.*, U.S. District Court, E.D. California, Case No. Civ.S-02-0065 LKK KJM, through _____ **[Insert Date based on Date of Approval]**. This release shall not extend to any claim or cause of action arising from or related to subsequent events, except to the extent such claims or causes of action are resolved by the parties Settlement Agreement, a true and correct copy of which is attached hereto as Exhibit A.

DATED: _____

[Signature of Each Party]

General Information

Court	United States District Court for the Eastern District of California; United States District Court for the Eastern District of California
Federal Nature of Suit	Civil Rights - Housing/Accommodations[443]
Docket Number	2:02-cv-00065
Status	Closed